



# Museum Grant Program

## FUNDED BY

California Clean Water, Clean Air,  
Safe Neighborhood Parks, and Coastal Protection  
Act of 2002  
Proposition 40

**DRAFT**

## APPLICATION & FORMS 2014-15

**Section 8 – Appendices**

**Section 9 – Definitions**

**Section 10 – Authorizing Legislation**

**Application Deadline: September 1, 2015**

California Cultural and Historical Endowment  
c/o CALIFORNIA NATURAL RESOURCES AGENCY  
1416 Ninth Street, Suite 1311  
Sacramento, CA 95814



## SECTION 8: APPENDICES



**Tulare County Museum**

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- T. Characteristics of 'Superior' Museums

**M**useums use planning to set goals and establish strategies by which it will achieve them; to ensure that the museum acquires, develops and allocates its resources (human, financial, physical) in a way that advances its mission and sustains its financial viability; to gather appropriate information to guide its actions, including input from stakeholders and data from benchmarking; and to establish measures by which the museum will assess its achievements. (Characteristics of Excellence for U.S. Museums, American Alliance of Museums)

## SECTION 8: APPENDICES

### APPENDIX A – CHECKLIST FOR WHAT TO SUBMIT

The following items, as applicable, make up the application package. Please assemble the package in the order listed below and number each page sequentially. Use binder clips only – no folders, staples, binders or notebooks. **Submit a total of six copies of all materials (one original, marked as “ORIGINAL,” plus five copies).**

| TITLE OF DOCUMENT                                                                                                                               | APPENDIX<br><i>(If applicable)</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Application Form – Completed and Signed by person authorized in Resolution or Certification Letter                                              | <b>B</b>                           |
| Executive Summary Form                                                                                                                          | <b>C</b>                           |
| Project Narrative: General & Project Criteria Questions                                                                                         |                                    |
| Resolution or Certification Letter from CEO                                                                                                     | <b>D or E</b>                      |
| For Nonprofits only:                                                                                                                            |                                    |
| IRS Determination Letter of Section 501(C)(3)                                                                                                   |                                    |
| CA Secretary of State – Active Business Entity Record                                                                                           |                                    |
| Work Plan Chart plus attachments:                                                                                                               | <b>F</b>                           |
| <ul style="list-style-type: none"><li>• Planning documents</li></ul>                                                                            |                                    |
| Project Team Chart plus attachments:                                                                                                            | <b>G</b>                           |
| <ul style="list-style-type: none"><li>• One paragraph Bios for Key Management and Staff</li></ul>                                               |                                    |
| Cost Estimate (Development or Acquisition)                                                                                                      | <b>I or J</b>                      |
| Matching Funds Chart plus attachments                                                                                                           | <b>K</b>                           |
| <ul style="list-style-type: none"><li>• Evidence of commitment (award letters, etc.)</li></ul>                                                  |                                    |
| In Kind Contributions Form(s)                                                                                                                   | <b>L</b>                           |
| Financial Capacity Chart plus attachments:                                                                                                      | <b>M</b>                           |
| <ul style="list-style-type: none"><li>• Last two (2) Audited Financial Statements (or Statements of Profit and Loss including assets)</li></ul> |                                    |
| <ul style="list-style-type: none"><li>• Operating budgets for past two years (actual), plus current year budget</li></ul>                       |                                    |
| <ul style="list-style-type: none"><li>• IRS Form 990 or 990EZ (Nonprofits only)</li></ul>                                                       |                                    |
| Property Data Sheet listing all parcels to be developed, plus the following attachments for each parcel:                                        | <b>N</b>                           |
| <ul style="list-style-type: none"><li>• Ownership Documents (deeds, tax records, county recorder, etc.)</li></ul>                               |                                    |
| <ul style="list-style-type: none"><li>• Assessor's Parcel Maps</li></ul>                                                                        |                                    |
| Photos of Project Site                                                                                                                          |                                    |
| Site Plans, Floor plans, Design Specifications, etc.                                                                                            |                                    |
| Project Location Map                                                                                                                            |                                    |
| Permit Approval Status                                                                                                                          | <b>O</b>                           |
| Environmental Review Compliance Form plus attachments                                                                                           | <b>P</b>                           |
| Letters/Agreements from entities with jurisdiction (City, Utilities, etc.)                                                                      |                                    |
| Letter of permission from landowner if applicant does not own the property.                                                                     |                                    |
| Letters of Endorsement from <i>significant</i> project partners only                                                                            |                                    |
| Acquisitions Only – in addition to the above provide:                                                                                           |                                    |
| <ul style="list-style-type: none"><li>• Willing Seller Letter</li></ul>                                                                         | <b>Q</b>                           |
| <ul style="list-style-type: none"><li>• Purchase Agreement (if available)</li></ul>                                                             |                                    |
| <ul style="list-style-type: none"><li>• Appraisal (if available)</li></ul>                                                                      |                                    |
| <ul style="list-style-type: none"><li>• Preliminary Title Report (if available)</li></ul>                                                       |                                    |

## SECTION 8: APPENDICES

### APPENDIX B - APPLICATION FORM

## 2014-15 Museum Grant Program

1. **NAME OF CAPITAL ASSET PROJECT** \_\_\_\_\_
2. **GRANT APPLICANT** (Legal entity meeting eligibility requirements)  
Agency Name \_\_\_\_\_  
(Legal Name vs. Popular Name)  
Street Address & PO Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone: \_\_\_\_\_ Website \_\_\_\_\_

3. **TYPE OF AGENCY**

☐ Public Agency: ☐ Local ☐ State ☐ Federal or ☐ Federally Recognized Tribe or ☐ Nonprofit Corporation

4. **DATE MUSEUM WAS ESTABLISHED** (i.e., received EIN from IRS): \_\_\_\_\_

5. **DATE MUSEUM OPENED TO THE PUBLIC:** \_\_\_\_\_ **ANNUAL OPERATING BUDGET:** \$ \_\_\_\_\_ .00

6. **DISCIPLINE OF MUSEUM**

7. ☐ Art ☐ History/Heritage ☐ Children ☐ Science/Technology ☐ Living Collect. ☐ General  
☐ Other \_\_\_\_\_

7. **TYPE OF CAPITAL ASSET PROJECT** ☐ Development OR ☐ Acquisition

8. **LEGISLATIVE OBJECTIVE TO BE FULFILLED** (check one)

☐ Superior Programs ☐ Services to School Pupils ☐ Services to the Public ☐ Increased Access to Program & Collections

10. **GRANT REQUEST AMOUNT:** Grant requests for individual projects must be between **\$50,000** and **\$250,000**.

| Grant Request<br>(from Appendix I or J) | % of Budget | Cash Match<br>(from Appendix K) | In-Kind Match<br>(from Appendix L) | Other Funds | Total Project Costs<br>(from appendix L) |
|-----------------------------------------|-------------|---------------------------------|------------------------------------|-------------|------------------------------------------|
| \$                                      | %           | \$                              | \$                                 | \$          | \$                                       |

11. **ANTICIPATED PROJECT** Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

12. **PROJECT LOCATION**

Street Address (if other than above) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_ County \_\_\_\_\_  
State Senate District: \_\_\_\_\_ State Assembly District: \_\_\_\_\_ U.S. Congress District: \_\_\_\_\_

13. **HISTORIC STRUCTURE**

Does the Project involve real property that is listed, or is eligible to be listed, as a historic resource or historic landmark or in a historic area-neighborhood with historic significance? ☐ Yes ☐ No

14. **DESCRIBE CAPITAL ASSET PROJECT:** Summarize scope, purpose & location (60 words max)

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### 15. LAND TENURE / LONG TERM SITE CONTROL

Does applicant own the property where the Project will take place? ☐ Yes ☐ No

If no, indicate type of arrangement: ☐ MOU ☐ Lease ☐ Easement ☐ Other: \_\_\_\_\_

Name / Address of Property Owner: \_\_\_\_\_

### 16. FACILITY QUESTIONNAIRE

- a) What is the square footage of the facility currently occupied by the museum? \_\_\_\_\_
- b) What date did the applicant organization occupy the current facility? \_\_\_\_\_
- c) If the current facility is to be remodeled, what is the square footage of the remodeled area? \_\_\_\_\_
- d) If the current facility is to be expanded, what is the square footage of the expanded area? \_\_\_\_\_
- e) What will be the overall square foot increase resulting from this Project? \_\_\_\_\_
- f) If a new facility is proposed, what is the square footage? \_\_\_\_\_
- g) If an acquisition of property is planned, what is the acreage? \_\_\_\_\_
- h) If an acquisition of property is planned, what is the square footage? \_\_\_\_\_
- i) If a permanent exhibit will be created, what is the square footage? \_\_\_\_\_
- j) What is the current FTE/PTE staff assigned to manage and operate the Project? \_\_\_\_\_
- k) After completion of the Project, will the staff of the program change? \_\_\_\_\_
- l) If yes, indicate the number and types of additional PTE and FTE staff: \_\_\_\_\_

### 17. HISTORIC STRUCTURE

Does the Project involve real property that is listed, or is eligible to be listed, as a historic resource or historic landmark or in a historic area-neighborhood with historic significance? ☐ Yes ☐ No

### 18. ENVIRONMENTAL COMPLIANCE STATUS

All projects considered for funding must be in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). (Appendix P) Check applicable box:

☐ Exempt from CEQA/NEPA ☐ CEQA/NEPA Completed ☐ CEQA/NEPA approval expected by \_\_\_\_\_ (date)

Name of Lead Agency \_\_\_\_\_

Contact/Phone No. \_\_\_\_\_

### 19. APPLICANT'S REPRESENTATIVE AUTHORIZED IN RESOLUTION AS SIGNATORY

| Name | Title | Phone |
|------|-------|-------|
|------|-------|-------|

Email address \_\_\_\_\_

### 20. PROJECT COORDINATOR (Day-to-Day Contact) if different than Authorized Representative.

| Name | Title | Phone |
|------|-------|-------|
|------|-------|-------|

Email address \_\_\_\_\_

### 21. CERTIFICATION

*I certify that the information contained in this project Application form, including required attachments, is complete and accurate.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Authorized Representative as shown above and on Resolution / Certification Form

**DEADLINE: FULL APPLICATION PACKAGE MUST BE RECEIVED AT RESOURCES AGENCY BY SEPTEMBER 1, 2015**

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### APPENDIX C – EXECUTIVE SUMMARY FORM

Using this ONE page form, provide a brief overview of your institution and your proposed capital asset project.

1. Provide a brief paragraph summarizing the museum mission, history, location, facilities and primary collections, activities or services (30 words).

2. Summarize the proposed capital asset project, including the Statutory Requirement it addresses. Be sure to explain the need for the project, the expected impact on the community served, and how it relates to the mission of the organization (60 words).

3. Summarize major budget components of the capital asset project in the following chart:

| Line Item Categories                                                                        | A. Grant Request | B. Applicant Match | C. Other Sources | D. Total Cost |
|---------------------------------------------------------------------------------------------|------------------|--------------------|------------------|---------------|
| Non-Construction – Planning, Design, Permits, Direct Project Administration, etc. (25% cap) |                  |                    |                  |               |
| Implementation: Construction                                                                |                  |                    |                  |               |
| Implementation: Land Acquisition                                                            |                  |                    |                  |               |
| Other Costs                                                                                 |                  |                    |                  |               |
| Contingency (10% cap)                                                                       |                  |                    |                  |               |
| <b>Totals</b>                                                                               |                  |                    |                  |               |

# SECTION 8: APPENDICES

## APPENDIX D - RESOLUTION TEMPLATE

Resolution No: \_\_\_\_\_  
Resolution (Governing Body of Applicant)  
Approving the Application for Grant Funds for  
The California Cultural and Historical Endowment's  
Museum Grant Program under the  
*California Clean Water, Clean Air, Safe Neighborhood Parks, And  
Coastal Protection Act Of 2002 (Proposition 40)*

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and  
WHEREAS, the California Cultural and Historical Endowment has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and  
WHEREAS, said procedures established by the California Cultural and Historical Endowment require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and  
WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project

NOW, THEREFORE, BE IT RESOLVED that the \_\_\_\_\_ (Governing Body)

1. Approves the filing of an application for the (name of the project); and
2. Determines Applicant is eligible to apply for a State grant due to status as a 501 (c) 3 non-profit organization, government entity, or Federally Registered tribe; and
3. Certifies that applicant understands the assurances and certification in the application herein, and
4. Certifies applicant organization has long-term control of the property and will provide satisfactory documentation of the long-term control as part of the grant agreement development process; and
5. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
6. Certifies the proposed project/organization is free of any legal challenges that could undermine progress on the project; and
7. Gives State permission to publish any provided digital image to its website and to crop or resize the image; and
8. Agrees to acknowledge State's support in any news media, brochures, articles, publications, seminars, exhibits, buildings, displays, products, or other promotion materials about the funded project; and
9. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code regarding payment of prevailing wages on Projects awarded Proposition 84 Funds, and
10. Agrees that projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must comply with all current laws and regulations which apply to the Project, including, but not limited to, labor codes related to prevailing wage, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, disabled access and historic preservation laws and environmental laws. Grantee will be required to certify that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will be obtained; and
11. Agrees to adhere to the Americans with Disabilities Act of 1990 (ADA) and the 2010 ADA Standards for Accessible Design. Title III of the ADA covers places of public accommodation (such as museums, libraries, and educational institutions) and includes a specific section regarding new construction and alterations in public accommodations; and
12. Agrees that projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must comply with the National Historic Preservation Act; and
13. Waives all rights to privacy and confidentiality of the material submitted to State, and
14. Agrees to execute a grant agreement prior to the encumbrance deadline of June 30, 2017, and will caused work on the project to be commenced within a reasonable time after encumbering the funds, so that the project will be complete and the final invoice submitted to the State by May 1, 2019; and
15. Agrees that for all property acquired or developed with Museum Grant funds, applicant will accept, sign, notarize and record a declaration of covenants, conditions and restrictions (deed restrictions) which attaches the conditions of the grant, as set forth in the grant agreement, on the use and enjoyment of the property until the end land tenure date specified in the grant agreement; and
16. Appoints the (designate position, not person occupying position) \_\_\_\_\_, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the \_\_\_\_\_. (Governing Body)

Following Roll Call Vote:

Ayes: \_\_\_\_\_  
Nos: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary for the Governing Board

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### APPENDIX E - CERTIFICATION LETTER REQUIREMENTS

If an Applicant does not have a governing board, a certification letter from the organization's Director or Chief Executive Officer must be furnished. The letter should:

1. Approve the filing of an application for the (name of the project); and
2. Certify Applicant Is eligible to apply for a State grant due to status as a 501 (c) 3 non-profit organization, government entity, or Federally Registered tribe; and
3. Certify that applicant understands the assurances and certification in the application herein, and
4. Certify applicant organization has long-term control of the property and will provide satisfactory documentation of the long-term control as part of the grant agreement development process; and
5. Certify that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and
6. Certify the proposed project/organization is free of any legal challenges that could undermine progress on the project; and
7. Give State permission to publish any provided digital image to its website and to crop or resize the image; and
8. Agree to acknowledge State's support in any news media, brochures, articles, publications, seminars, exhibits, buildings, displays, products, or other promotion materials about the funded project; and
9. Certify that it will comply with the provisions of Section 1771.5 of the State Labor Code regarding payment of prevailing wages on Projects awarded Proposition 84 Funds, and
10. Agree that projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must comply with all current laws and regulations which apply to the Project, including, but not limited to, labor codes related to prevailing wage, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, disabled access and historic preservation laws and environmental laws. Grantee will be required to certify that, prior to commencement of construction, all applicable permits and licenses (e.g., state contractor's license) will be obtained; and
11. Agree to adhere to the Americans with Disabilities Act of 1990 (ADA) and the 2010 ADA Standards for Accessible Design. Title III of the ADA covers places of public accommodation (such as museums, libraries, and educational institutions) and includes a specific section regarding new construction and alterations in public accommodations; and
12. Agree that projects involving construction, renovation, repair, rehabilitation, or ground or visual disturbances must comply with the National Historic Preservation Act; and
13. Waive all rights to privacy and confidentiality of the material submitted to State, and
14. Agree to execute a grant agreement prior to the encumbrance deadline of June 30, 2017, and will caused work on the project to be commenced within a reasonable time after encumbering the funds, so that the project will be complete and the final invoice submitted to the State by May 1, 2019; and
15. Agree that for all property acquired or developed with Museum Grant funds, applicant will accept, sign, notarize and record a declaration of covenants, conditions and restrictions (deed restrictions) which attaches the conditions of the grant, as set forth in the grant agreement, on the use and enjoyment of the property until the end land tenure date specified in the grant agreement; and
16. Appoint the (designate position, not person occupying position) \_\_\_\_\_, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).
17. Contain the signature of the Director or Chief Executive Officer.

## SECTION 8: APPENDICES

### APPENDIX F –WORK PLAN INSTRUCTIONS & CHART

The Work Plan details the steps and tasks required to actualize the capital asset project. It specifies who will plan, implement and manage the project; when and in what sequence the activities will occur; and, which personnel and what resources will be needed to carry out the project.

The Work Plan also establishes benchmarks with target completion dates. If the Project is funded, the Work Plan will be used to develop the Project Scope, Timeline and Budget of the Grant Agreement.

The Work Plan reinforces the project narrative and aligns with the cost estimate to establish:

- Goals and objectives of the proposed Project including implementation (e.g., strategy, timeline, committed resources, municipal and partner support).
- Assessments previously conducted or to be completed as part of the work plan.
- Project deliverables and when the State can expect them.
- That the Project can be developed within allotted timeframes.
- That the Project can be completed for the grant amount plus other committed funds.
- Reasonable benchmarks and target completion dates.
- Alignment with the Narrative, Cost Estimate and other support documentation.
- Provisions for periodic review by the State and modifications if needed.

Use the Work Plan Chart on the following page to identify specific benchmarks, activities, tasks, responsible parties and timeline for the capital assets project that will be funded by this grant. Provide the best estimated dates within the funding timelines. Use as many rows as needed, and add or subtract activities as appropriate.

Take cash flow into consideration and the ability to await reimbursement when planning the schedule.

**Attach up to 3 pages of copies or excerpts from the following reports to support the Work Plan.** Include as supplementary information to help reviewers envision the project. Do not use attachments to answer narrative questions.

- Assessments and specialized studies that are directly relevant to the project. (i.e., analysis of storage conditions, termite report, etc.)
- Reports from planning activities (such as visioning sessions, charrettes, strategic plans.)
- Organization policies that directly support the proposed capital asset project.
- Organization policies that directly support the Legislative Objective being served.

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### APPENDIX F –WORK PLAN INSTRUCTIONS & CHART

| BENCHMARK 1 – PLANNING. ADMINISTRATION & PRE-CONSTRUCTION ACTIVITIES |      |                        |       |            |
|----------------------------------------------------------------------|------|------------------------|-------|------------|
| Activity                                                             | Task | Entity Performing Task | Start | Completion |
| Needs Assessment, Planning                                           |      |                        |       |            |
| Develop Project Goals, Objectives, and Action Steps                  |      |                        |       |            |
| Stakeholder Meetings and Public Outreach                             |      |                        |       |            |
| Develop architectural plans, design specifications, etc.             |      |                        |       |            |
| Secure / Finalize all funding                                        |      |                        |       |            |
| Finalize all Agreements, MOUs                                        |      |                        |       |            |
| Coordinate with jurisdictional entities for ROW, permit, etc.        |      |                        |       |            |
| State review of the above                                            |      |                        |       |            |
| BENCHMARK 2 - CONSTRUCTION & IMPLEMENTATION <sup>1</sup>             |      |                        |       |            |
|                                                                      | Task | Entity Performing Task | Start | Completion |
| Bid and Award Contract                                               |      |                        |       |            |
| Demolition and Site Preparation                                      |      |                        |       |            |
| Construction, Fabrication, Acquisition escrow , etc.                 |      |                        |       |            |
| Installations                                                        |      |                        |       |            |
| Inspections                                                          |      |                        |       |            |
| BENCHMARK 3 - COMPLETION & CLOSEOUT                                  |      |                        |       |            |
|                                                                      | Task | Entity Performing Task | Start | Completion |
| Completion of the Project, Celebration Event                         |      |                        |       |            |
| Closeout Site Visit and Final Documentation to State                 |      |                        |       |            |
| BENCHMARK 4 - OPERATIONS & MAINTENANCE                               |      |                        |       |            |
|                                                                      | Task | Entity Performing Task | Start | N/A        |
| Ongoing Operations and Maintenance                                   |      |                        |       |            |

<sup>1</sup> Per Public Resources Code Section 75126 (a) the project cost estimate and schedule, if awarded funding, should be of sufficient detail to allow assessment of the progress of the work plan at regular intervals.

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### APPENDIX G – PROJECT TEAM INSTRUCTIONS & CHART

Use the Project Team Chart to indicate the responsible parties for the capital assets project. Add rows if needed and add or subtract personnel categories when appropriate.

#### 1. Management and Staff:

List key management and staff personnel, such as project director, and other key staff with project responsibility, including financial personnel.

#### 2. Governance:

List up to three members of the museum's governing body and other entities directly responsible for decision making on this project, including financial decisions.

For the above, attach up to 3 pages with brief (one paragraph) biographies for ALL project team members identified on the Chart. Highlight relevant background and experience required to complete the project.

#### 3. Consultants / Contractors:

List up to three types of consultants or service providers whose expertise is essential to implement the project. DO NOT LIST INDIVIDUAL OR COMPANY NAMES.

If applicant does not have these people on board at the time of application, describe the position (qualities, experience and/or education) needed to successfully implement project activities.

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### APPENDIX G – PROJECT TEAM INSTRUCTIONS & CHART

| <b>1<br/>STAFF Name</b> | Title with Project or Profession | Years Participating in the Project | Previous Experience with Capital Assets Projects | Specific Role in this Project | Type of Decision-making authority provided to individual/entity |
|-------------------------|----------------------------------|------------------------------------|--------------------------------------------------|-------------------------------|-----------------------------------------------------------------|
|                         |                                  |                                    |                                                  |                               |                                                                 |
|                         |                                  |                                    |                                                  |                               |                                                                 |
|                         |                                  |                                    |                                                  |                               |                                                                 |

| <b>2<br/>BOARD MEMBER Name</b> | Affiliation (Specify Position on Board/Advisory Committee) | Years with Organization | Previous Experience with Capital Assets Projects | Specific Role in this Project |
|--------------------------------|------------------------------------------------------------|-------------------------|--------------------------------------------------|-------------------------------|
|                                |                                                            |                         |                                                  |                               |
|                                |                                                            |                         |                                                  |                               |
|                                |                                                            |                         |                                                  |                               |

| <b>3<br/>CONTRACTOR</b> | Task | Previous Experience Managing Capital Assets Projects | Duties Regarding This Capital Assets Project |
|-------------------------|------|------------------------------------------------------|----------------------------------------------|
| Project Manager         |      |                                                      |                                              |
| Architect               |      |                                                      |                                              |
| General Contractor      |      |                                                      |                                              |
| Engineer                |      |                                                      |                                              |
| Other                   |      |                                                      |                                              |
| Other                   |      |                                                      |                                              |

| <b>OTHER Name</b> | Title with Project or Profession | Years Participating in the Project | Previous Experience with Capital Assets Projects | Specific Role in this Project | Type of Decision-making authority provided to individual/entity |
|-------------------|----------------------------------|------------------------------------|--------------------------------------------------|-------------------------------|-----------------------------------------------------------------|
|                   |                                  |                                    |                                                  |                               |                                                                 |
|                   |                                  |                                    |                                                  |                               |                                                                 |
|                   |                                  |                                    |                                                  |                               |                                                                 |

## SECTION 8: APPENDICES

### APPENDIX H – ELIGIBLE COSTS

A Cost Estimate is part of the Application Package, and if funded, is used as the basis for the Grant Budget. The Cost Estimate should show all project expenses **line item** by line item and include other sources of funds in separate columns, **specifying** each source. (Appendix I or J)

**Only direct costs are eligible.** General administration, overhead (e.g., costs calculated as a percentage of other direct costs, such as telephone, fax, and space rental, etc.) or endowments for ongoing project maintenance are not allowed and will not be reimbursed.

1. Only costs incurred during the project performance period specified in the grant agreement are eligible for reimbursement. Costs incurred outside of the project performance period are not eligible.
2. Contingency (up to 10% of the grant) may be budgeted for use on eligible items. Contingency funds may not be used to increase non-construction expenses beyond the 25% cap.
3. Funding acknowledgement signage and interpretive signs are eligible costs, including fabrication and installation. (Appendix R).
4. If the State recommends funding for less than the amount requested, the cost estimate should be revised. The State reserves the right to limit its support of a project to a particular portion(s) or cost(s).

#### Eligible Costs for Development Projects

1. **Non-construction Costs** (up to 25% of grant funds) including preliminary planning and pre-construction are eligible costs. These include but are not limited to planning and design, architectural drawings, engineering specifications, construction documents, permitting and direct project administration.
  - a. **Planning Costs** must be incurred during the project performance period of the grant; no pre-award costs will be reimbursed.
2. **Personnel or Employee Services** of the grantee's employees directly engaged in project execution are eligible for reimbursement.
  - a. Personnel costs charged to the project should be computed according to the grantee's prevailing wage or salary scales. Include benefits (vacation, sick leave, Social Security contributions, etc.) customarily charged to the recipient's various projects.
  - b. **Exclude** all overhead allocations.
  - c. Compute personnel costs on actual time spent on the project and document by time and attendance records describing the work, supported by payroll records.
  - d. Overtime may be allowed under the recipient's established policy provided the regular work time was devoted to the same project.
  - e. Projects must comply with **Labor Code Section 1771.5**, regarding prevailing wage determinations. Refer to the Department of Industrial Relations' Division of Labor Statistics and Research website at <http://www.dir.ca.gov/DLSR/PWD/index.htm>
  - f. Salaries and wages claimed for employees working on State grant funded projects should not exceed the grantee's established rates for similar positions.
3. **Contracted Services:** The cost of contracted services may be reimbursed if invoices are presented that identify the specific project activities, and are supported by evidence of payment.
4. **Construction Labor** for activities to complete the project is eligible, including site preparation, fabrication, installation, onsite/field supervision, etc.
5. **Equipment** – Equipment may be leased, rented, or purchased, whichever is most economical. **If equipment is purchased, its residual market value must be credited to the grant upon completion of the project.** Equipment owned by the grantee may be charged to the project if documentation is provided *for each use*. Use charges should be made in accordance with the Grantee's normal accounting practices, and should describe the work performed, indicate the hours used, relate the use to the project, and be signed by the operator and supervisor.

## SECTION 8: APPENDICES

6. **Supplies and Materials** – Supplies and materials may be purchased for a specific project or may be drawn from a central stock, providing they are claimed at a cost no higher than that paid by the Grantee.
7. **Other Expenditures** – Funding may be provided for miscellaneous costs necessary for execution of the Project. These costs may include:
  - a. Premiums on hazard and liability insurance to cover personnel and/or property.
  - b. Work performed by another section or department of the grantee's agency that can be documented as direct costs to the project.
  - c. Transportation costs for moving equipment, personnel or fabricated elements.
3. Costs of obtaining State approvals of purchase price and transaction reviews from the State Department of General Services are allowable.
4. Relocation costs are eligible for acquisitions that result in displacement of a person and/or business (See State Relocation Act requirements, Chapter 16, Section 7260 et seq., Government Code).
5. Direct staff costs and consultant services necessary for the project are eligible, and may be reimbursed up to \$10,000.
6. To be reimbursed for direct staff costs or consultant services, invoices or documentation must be presented identifying specific project activities, and include evidence of payment.

### Eligible Costs for Acquisition Projects:

1. Costs of acquiring real property are eligible and include the purchase price of the property at or below approved Fair Market Value, appraisals, surveys, preliminary reports, escrow or transfer fees and insurance.
2. Applicant should justify the cost effectiveness of proposed land acquisition, including the cost/benefit acquiring easements versus fee title when appropriate.

7. Consultants should be paid by the customary or established method and rate of the applicant. **Consultant fees may NOT be paid to the applicant's own employees.**

**Ref: Cal. Educ. Code §20073.**

| ALLOWABLE COSTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | DISALLOWED COSTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Construction and renovation of museum facilities</li> <li>Exhibit fabrication and installation</li> <li>Reconstruction or renovation of historic sites</li> <li>Services including design, engineering, technical support</li> <li>Materials, supplies and equipment related directly to project activities</li> <li>Heating, ventilation, and air conditioning (HVAC) equipment to improve collections storage and exhibit environments</li> <li>Consultant fees, contracts and subcontracts if directly related to the project</li> <li>Personnel salaries, wages, and fringe benefits (documented) if a direct cost of project</li> </ul> | <ul style="list-style-type: none"> <li>Travel, hospitality or entertainment expenses</li> <li>Publication design and printing</li> <li>Staff/ volunteer training, Internships or fellowships</li> <li>Cash reserves, fundraising or contributions to endowments</li> <li>General operating support, indirect or overhead</li> <li>Advertising, lobbying, marketing or public relations</li> <li>Social activities, ceremonies, receptions, or entertainment</li> <li>Concessions</li> <li>Regranting</li> <li>Pre-award costs</li> <li>Audit costs</li> <li>Operation and maintenance costs</li> <li>Bonus payments of any kind</li> <li>Fines, penalties, bad debt costs, deficit reduction, overdraft charges or damage judgments</li> <li>Unapproved contract cost overruns</li> </ul> |

## SECTION 8: APPENDICES

### APPENDIX I - COST ESTIMATE & TIMELINE FOR DEVELOPMENT PROJECTS

All cost elements should be clearly described in the project narrative. The estimates provided below should be based on quotes or bids obtained by a general contractor, cost estimator, or provided directly by a qualified vendor or sub-contractor. Add/delete elements and funding sources as needed. Be sure all costs are eligible and within allowable limits, all columns add up correctly. The required match is **50%** of the grant amount.

| PROJECT ELEMENT – (Examples)                               | UNIT Price | Unit of Measure | Quantity | Total Project Cost | CCHE Museum Program Grant | Match (50%) | Source | SCHEDULE Start - Complete |
|------------------------------------------------------------|------------|-----------------|----------|--------------------|---------------------------|-------------|--------|---------------------------|
| <b>Non-construction</b> Costs (not to exceed 25% of grant) | \$         |                 |          | \$                 | \$                        | \$          |        |                           |
| Direct Project Management & Administration                 |            |                 |          |                    |                           |             |        |                           |
| Staff Time                                                 |            |                 |          |                    |                           |             |        |                           |
| Technical Consultants                                      |            |                 |          |                    |                           |             |        |                           |
| Planning & Design                                          |            |                 |          |                    |                           |             |        |                           |
| Staff Time                                                 |            |                 |          |                    |                           |             |        |                           |
| Technical Consultants                                      |            |                 |          |                    |                           |             |        |                           |
| Permit Costs                                               |            |                 |          |                    |                           |             |        |                           |
| <b>Preconstruction Subtotal</b>                            |            |                 |          |                    |                           |             |        |                           |
| <b>CONSTRUCTION</b> Building and Facility                  |            |                 |          |                    |                           |             |        |                           |
| Site Preparation                                           |            |                 |          |                    |                           |             |        |                           |
| Demolition                                                 |            |                 |          |                    |                           |             |        |                           |
| Grading                                                    |            |                 |          |                    |                           |             |        |                           |
| Mobilization                                               |            |                 |          |                    |                           |             |        |                           |
| Materials & Supplies                                       |            |                 |          |                    |                           |             |        |                           |
| Equipment Rental                                           |            |                 |          |                    |                           |             |        |                           |
| <b>Interpretive Exhibit</b> Fabrication & Installation     |            |                 |          |                    |                           |             |        |                           |
| <b>Other Capital Asset Costs</b>                           |            |                 |          |                    |                           |             |        |                           |
| Other                                                      |            |                 |          |                    |                           |             |        |                           |
| Hazard Insurance/Bond                                      |            |                 |          |                    |                           |             |        |                           |
| Inspections                                                |            |                 |          |                    |                           |             |        |                           |
| Signs & Interpretive Aids                                  |            |                 |          |                    |                           |             |        |                           |
| <b>Construction Subtotal:</b>                              |            |                 |          |                    |                           |             |        |                           |
| <b>Contingency</b> (not to exceed 10% of grant)            |            |                 |          |                    |                           |             |        |                           |
| <b>Grand Total</b>                                         |            |                 |          |                    |                           |             |        |                           |

Task listing should be detailed and customized to fit your project proposal. Each funding source or cash match should have its own column. The unit price multiplied by the quantity equals the Total Amount column. Include Labor in unit price or list separately, if Grantee labor is to be utilized. Be sure all columns total correctly. Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may **not** include a “billable rate” or administrative cost allocation.

## SECTION 8: APPENDICES

### APPENDIX J - COST ESTIMATE & TIMELINE FOR LAND ACQUISITION PROJECTS

(Complete one form for each separate escrow)

|                                                                             |                                     |                                  |                                            |                                            |                                            |
|-----------------------------------------------------------------------------|-------------------------------------|----------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| <b>Project Title:</b>                                                       |                                     |                                  |                                            |                                            |                                            |
| <b>Assessor's Parcel Number(s)</b>                                          | <b>Acreage /<br/>Square Footage</b> | <b>Fee Title or<br/>Easement</b> | <b>Willing Seller Name and Address</b>     |                                            |                                            |
|                                                                             |                                     |                                  |                                            |                                            |                                            |
| <b>ACQUISITION COST ESTIMATE</b>                                            |                                     |                                  |                                            |                                            |                                            |
|                                                                             | <b>Total Costs</b>                  | <b>Museum Grant</b>              | <b>Other Funding<br/>Source<br/>(Name)</b> | <b>Other Funding<br/>Source<br/>(Name)</b> | <b>Other Funding<br/>Source<br/>(Name)</b> |
| Estimated Fair Market Value of property                                     |                                     |                                  |                                            |                                            |                                            |
| Relocation Costs                                                            |                                     |                                  |                                            |                                            |                                            |
| Preliminary Title Reports, Appraisal                                        |                                     |                                  |                                            |                                            |                                            |
| Escrow Fees, Title Insurance, Closing Costs.                                |                                     |                                  |                                            |                                            |                                            |
| Surveying <i>(limited to boundary line adjustment)</i>                      |                                     |                                  |                                            |                                            |                                            |
| Direct costs <i>(staff and consultants – limited to \$10,000 per grant)</i> |                                     |                                  |                                            |                                            |                                            |
| State approval of appraisal, transaction review, etc. <b>(Required)</b>     | <b>\$10,000</b>                     |                                  |                                            |                                            |                                            |
| Contingency <i>(not to exceed 10% of total grant)</i>                       |                                     |                                  |                                            |                                            |                                            |
| Funding Acknowledgement Sign - <b>(Required)</b> (Appendix R)               |                                     |                                  |                                            |                                            |                                            |
| 7. Other <i>(specify)</i>                                                   |                                     |                                  |                                            |                                            |                                            |
| <b>Grand Total</b>                                                          |                                     |                                  |                                            |                                            |                                            |

| Acquisition Schedule*                                     | Completed By |
|-----------------------------------------------------------|--------------|
| Complete Appraisal                                        |              |
| Submit appraisal, purchase docs and title report to State |              |
| Open Escrow & Request Advance into Escrow                 |              |
| Submit instruments of conveyance                          |              |
| Close escrow (submit final closing documents to State)    |              |
| Install Bond Acknowledgement Sign                         |              |
| Close-out                                                 |              |

**\*Grantee should submit evidence of progress on the acquisition within 6 months of grant execution.** Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may **not** include a "billable rate" or administrative cost allocation.

## SECTION 8: APPENDICES

### APPENDIX K – MATCH REQUIREMENTS & FORM

Matching funds, as evidence of community commitment to the project, are required by all categories of applicants, including non-profit organizations and public agencies. Applicant is encouraged to seek cash support from other state, local and federal funding sources, as well as private sources such as corporations, foundations, individuals, local businesses, and nonprofit organizations.

**The match must be equal to the funding award provided by the Museum Grant.**

1. Identify in the **Cost Estimate** (Appendix I or J) and on the **Matching Funds Chart** (Appendix K) each source of match funding, including other State of California grants:

- a. Clearly and specifically name the source and total dollar amount per line item.
- b. Define all acronyms the first time they are used to reference sources.

2. All match resources should be available at the time the applicant submits the grant application. Applicant is required to submit award letters, resolutions, etc. as evidence of each cash match, with the application.

3. Only funds which will be expended after the grant agreement is executed may be counted toward the matching requirement. That is, cash match expenditures should take place during the 'project performance period' of the grant. No pre-award expenditures are allowed for the cash match.

**EXCEPTION:** An applicant that can document that architectural plans, drawings, or other documents developed solely for the capital asset project were created within one year prior to the application submission deadline can credit these costs toward their match requirement.

4. Match requirements include:
  - a. Verifiable (receipts, etc.)
  - b. Not included as match for other projects
  - c. Necessary and reasonable for the project
  - d. Expended during the project performance period.
5. Each request for reimbursement must be supported by the required match. Grantee should retain all invoices and receipts to document match expenditures so they are available for State Audit. Grantee will complete and attach the **Certification for Match Requirement** (see Appendix K) with each Payment Request to certify the matching requirement has been met.
6. The State may award grants for less than the requested amount. In such cases, the applicant may use non-grant sources of funding if necessary to complete the project as planned.

7. Grant applicants may not use a loan or line of credit to

fulfill their matching requirement.<sup>2</sup>

8. Both cash and in-kind contributions should be composed from a diverse set of new resources to ensure and demonstrate a strong commitment from the grant applicant and its constituent community. It should maximize MGP grant funds by leveraging new resources to augment existing support.

#### In-Kind Donations as Match

In-Kind donations are allowable sources of match as long as they are for eligible and reasonable expenses, and are supported with sufficient documentation.

**NO MORE THAN half of the required match may be In-kind Donations.**<sup>3</sup>

1. All in-kind donations must be donated directly to the applicant (the entity responsible for meeting the matching requirement).
2. Applicant must clearly and specifically name each source of funds, and dollar value of each in-kind donation, in the **Cost Estimate**. (Appendix I or J). Define acronyms the first time they are used to reference sources.
3. Applicant must attach an **In-kind Contributions Form** (Appendix L) signed by the donor, as evidence for each match.

~~4. When seeking reimbursements, the State may request third party support for the estimated dollar value of in-kind donations.~~

5. To qualify a match, in-kind line items must be considered an 'eligible cost'.
6. Only in-kind donations which will be used for the project after the grant agreement is executed may be counted toward the matching requirement. That is, in-kind donations should take place during the 'project performance period' of the grant. No pre-award donations are allowed for the in-kind match. (See below for exception.)

**EXCEPTION:** An applicant that can document that architectural plans, drawings, or other documents developed solely for the capital asset project were created within one year prior to the application submission deadline can credit these costs toward their match requirement as in-kind donations.

#### Restrictions on In-Kind Donations

The following restrictions exist for specific categories of donations:

<sup>2</sup> These were allowed by past CCHE grants.

<sup>3</sup> No % restriction in past CCHE grants. This requires grantee to provide at least 50% of the match in cash.

## SECTION 8: APPENDICES

### 1. Labor

- a. Applicant must identify the donated labor costs, and the source of each donation, in the **Cost Estimate**.
- b. Applicant will be asked to demonstrate that donated labor costs will directly benefit the capital assets project.
- c. Applicant will be asked to identify the individual performing the labor, what type of labor was performed, when the labor was performed, the number of hours expended, and the normal hourly rate for that labor (or a corresponding rate using State of California civil service pay scales.)
- d. Volunteer time above and beyond the regular course of employment **by applicant staff<sup>4</sup>**, and time spent by Board Members who provide a particular service to the project, may be counted using the normal hourly rate for that labor (or a corresponding rate using State of California civil service pay scales.)

### 2. Materials and Supplies

- a. Applicant should identify the material(s) and supplies to be donated, and the source of each donation, in the **Cost Estimate**.
- b. Applicant will be asked to document the current market value of the materials and supplies at the time they are donated to the project.
- c. Applicant will be required to document the total amount of materials and supplies actually used, and show how these materials and supplies were integrated into the capital asset project.
- d. **Materials or supplies donated by staff or Board Members must be sufficiently valued and documented.<sup>5</sup>**

### 3. Equipment

- a. Applicant should identify the donated equipment or rental, and the source of each donation, in the **Cost Estimate**.
- b. Equipment may be tools, machinery, vehicles, etc. necessary for construction of the project, but may not become a permanent part of the project.
- c. Applicant will be asked to document use of the equipment during construction.
- d. Applicant will be asked to document the current market or rental value of the equipment at the time of the donation.
- e. **Equipment donated by staff or Board Members must be sufficiently valued and documented.**

### 4. Donation of Real Property or Long-Term Lease

- a. Applicant must identify the donated property or lease, and the source of each donation, in the **Cost Estimate**.
- b. Applicant must attach a certified appraisal of the donated real property or long-term lease which was conducted no more than one year prior to application.
- c. The appraiser must appraise the monetary value of the real property or lease based on the intended use of the property as indicated in the grant application.

- d. The appraiser shall be a member of American Institute of Real Estate Appraisers, the Appraisal Institute and carry the MAI designation, or of the Society of Real Estate Appraisers and carry the SREA designation.
- e. The appraiser shall be an independent contractor, and not an employee or agent of the applicant or seller of the proposed site.
- f. Applicant will be asked to document that the donation is for the exclusive use of the capital asset project.
- g. Department of General Services (DGS) must resolve all discrepancies as to the appraised value or content of the appraisal. DGS fees must be paid by the applicant prior to executing the grant agreement.

### 7. Planning Costs

- a. Applicant should identify the donated planning costs, and the source of each donation, in the **Cost Estimate**.
- b. **Architectural plans, drawings, or other documents should be developed solely for the capital asset project during the project performance period.**  
**EXCEPTION:** An applicant that can document that architectural plans, drawings, or other documents developed **solely** for the capital asset project were created **within one year prior to the application submission** deadline can credit these costs toward their match requirement as in-kind donations.
- c. Architectural plans, drawings, or other documents should be created by an architect, engineer or other licensed professional that are necessary for the design of the project, such as conceptual plans and drawings; schematic plans and drawings; design development plans and drawings or construction documents and specifications.
- d. The professional license should be directly related to the services provided or the documents created.

### 6. Permanent Fixtures

- a. Applicant should identify the donated fixtures costs, and the source of each donation, in the **Cost Estimate**.
- b. Applicant will be asked to demonstrate that the permanent fixture(s) are a new resource being donated to the capital asset project.
- c. Applicant will be asked to demonstrate that the permanent fixtures are an integral and essential part of the capital assets project.
- d. Historical, legal or other objective methods of documentation will be needed to prove that the identified permanent fixture(s) are unique and were specifically designed and created to enhance the capital assets project.
- e. Applicant should provide documentation that these permanent fixtures are not readily available on the open market and cannot be readily purchased because of their unique historical or cultural significance.
- f. Applicant will be asked to document the monetary value of the permanent fixtures at the time of donation.
- g. **Permanent fixtures donated by staff or Board Members must be sufficiently valued and documented.<sup>6</sup>**

<sup>4</sup> In past staff time was excluded

<sup>5</sup> In past staff was excluded

<sup>6</sup> In past staff was excluded

## SECTION 8: APPENDICES

### APPENDIX K – MATCH REQUIREMENTS & FORMS

The match must be equal to the amount of the Museum Grant award. That is, for every one dollar provided by the grant, the grantee must provide one dollar in matching funds. Complete the chart below showing how you will fulfill your match requirement. Name each source of funds<sup>7</sup> and indicate the status (whether funds are REQUESTED, COMMITTED or SECURED.<sup>8</sup>) Include all information needed to determine if the cash and in-kind contribution fulfills the matching requirement, and attach required documentation. You may add and subtract rows as needed.

| List Cash Contributions Applied Toward Your Match                                                                                              |                            |        |        |                 |               |                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------|--------|-----------------|---------------|------------------|--|
| Source<br>Required Documentation: Award letters, commitment list, staff report, resolution etc. as evidence for each source of matching funds. | Cash, Pledge, Loan, Credit | Amount | Status | Date of Receipt | Restrictions? | % of Total Match |  |
|                                                                                                                                                |                            |        |        |                 |               |                  |  |
|                                                                                                                                                |                            |        |        |                 |               |                  |  |
|                                                                                                                                                |                            |        |        |                 |               |                  |  |

| List In-Kind Contributions Applied Toward Your Match                                                                             |                              |        |        |                 |               |                  |  |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------|--------|-----------------|---------------|------------------|--|
| Source<br>Required Documentation: A signed and completed IN-KIND CONTRIBUTION FORM as evidence for each source of in-kind match. | Type of Service <sup>9</sup> | Amount | Status | Date of Receipt | Restrictions? | % of Total Match |  |
|                                                                                                                                  |                              |        |        |                 |               |                  |  |
|                                                                                                                                  |                              |        |        |                 |               |                  |  |
|                                                                                                                                  |                              |        |        |                 |               |                  |  |

<sup>7</sup> If a single match source amounts to \$10,000 or more, itemize separately. For contribution under \$10,000 aggregate in “like” categories (i.e. private cash contributions) and list in budget.

<sup>8</sup> Status definitions: **REQUESTED**: a formal request to a funding agency has been submitted and is actively being considered; **SECURED**: the applicant has access to the funds which are currently ‘in the bank.’ **COMMITTED**: funds have been awarded or pledged by an outside funder or individual donors, but they are contingent upon the project receiving an MP award.

<sup>9</sup> Supplies and Materials - Equipment – Labor - Permanent Fixtures - Planning - Appraisal of real property – etc.

## SECTION 8: APPENDICES

### APPENDIX K-1 – SAMPLE CERTIFICATION FOR MATCH REQUIREMENT IF AWARDED FUNDING

Requests for reimbursement must be supported by the required match. Grantee should retain all invoices and receipts to document match expenditures so they are available for State Audit. Complete and attach this certification with each Payment Request to certify the matching requirement has been met.

NAME OF GRANTEE: \_\_\_\_\_ GRANT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

GRANTEE ADDRESS: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

#### Grantee Contact

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

#### **MATCH EXPENDITURE – List amounts and sources of match associated with the current Payment Request:**

| Source (do not abbreviate)     | Amount | Cash or In Kind | Percent of Grant |
|--------------------------------|--------|-----------------|------------------|
|                                |        |                 |                  |
|                                |        |                 |                  |
|                                |        |                 |                  |
| Total for this Payment Request |        | NA              |                  |

- Do not submit documentation for the match with Payment Requests.
- Retain all invoices and receipts to document match expenditures so they are available for State Audit.

#### **CERTIFICATION:**

I hereby certify that matching funds in the amount listed above were expended prior to or during this payment period to complete the Museum Grant Program project, and that they comply with the provisions of the Grant Agreement.

I represent and warrant that I have full authority to execute this Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing project certification of Museum Grant Program Match Requirement for the above-mentioned Grant is true and correct.

---

Signature of Grantee Fiscal Representative                      Title                      Date

---

Print Name and Title

## SECTION 8: APPENDICES

### APPENDIX L - IN-KIND CONTRIBUTIONS FORM

Duplicate this form and include with your application package a signed and completed form for each commitment of in-kind services indicated as part of your match. You may include as many forms as needed.

| Date of Contribution | Description of Contributed Item(s) or Service | Purpose for Which Contribution Was Made | Real or Approximate Value of Contribution | How Was Value Determined? (i.e., Actual, appraisal, fair market value) | Who Made This Value Determination? | Was Contribution Obtained With or Supported By State or Federal Funds? (If so, indicate source) |
|----------------------|-----------------------------------------------|-----------------------------------------|-------------------------------------------|------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------|
|                      |                                               |                                         |                                           |                                                                        |                                    |                                                                                                 |
|                      |                                               |                                         |                                           |                                                                        |                                    |                                                                                                 |
|                      |                                               |                                         |                                           |                                                                        |                                    |                                                                                                 |

Name of Contributing Organization/Agency/Business/Individual: \_\_\_\_\_

Address of Above Contributor: \_\_\_\_\_ Phone #: \_\_\_\_\_

Printed Name of Contributor's Authorized Signee: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 8: APPENDICES

### APPENDIX M - FINANCIAL MANAGEMENT AND CAPACITY FORM

Public Agencies and Indian Tribes are not required to fill out this Part of this Section. **YES THEY ARE.**

#### 1. FINANCIAL MANAGEMENT

Annual Operating Budget: \$ \_\_\_\_\_  
 Cost of Capital Assets Project: \$ \_\_\_\_\_ ( \_\_\_\_\_ % of annual budget)

#### 2. SOURCE OF FUNDS FOR CAPITAL ASSETS PROJECT:

a. Date fundraising was initiated for Capital Assets Project: \_\_\_\_\_

##### b. Cash Contributions/Allocations

| Type of Donor (Indicate whether individual, government, foundation etc.) | Amount Received | Year Awarded or Pledged | Restricted - only for this Project? YES or NO |
|--------------------------------------------------------------------------|-----------------|-------------------------|-----------------------------------------------|
|                                                                          | \$ _____        |                         |                                               |

Funds to Date: \$ \_\_\_\_\_

##### c. Cash Earned

| Earned Income (Specify type of income, i.e., rental, store) | Amount Received | Year Received | Ongoing or one time allocation? |
|-------------------------------------------------------------|-----------------|---------------|---------------------------------|
| \$ _____                                                    | \$ _____        |               |                                 |

Funds to Date: \$ \_\_\_\_\_

Total Funds to Date: \$ \_\_\_\_\_ (Combine Funds from b and c, above)

##### d. Loans/Line of Credit

| Amount Borrowed | Terms of Loan (interest rate, projected payments, and maturity) |
|-----------------|-----------------------------------------------------------------|
| \$ _____        |                                                                 |

##### e. Financial History

List the past three years of financial history of the Agency/Department directly in charge of this Project, specifying the annual operating budget and what percentage is directed toward capital assets projects per year.

| Year (start with most recent) | Operating Budget for Agency/Department | Percentage Allocated for Capital Assets Projects (include existing and new) |
|-------------------------------|----------------------------------------|-----------------------------------------------------------------------------|
|                               |                                        |                                                                             |
|                               |                                        |                                                                             |

## SECTION 8: APPENDICES

### 3. FINANCIAL CAPACITY

Explain the fundraising strategy including loan financing plans, if any, you have developed to achieve your goals. You may attach **up to one** additional page, or relevant portions of your pre-existing plan.

### 4. OPERATIONS AND MAINTENANCE

Describe sources of revenue for operating and maintaining the completed project. Explain whether permanent (i.e., endowment) or new income sources.

### 5. REQUIRED ATTACHMENTS:

Attach copies of the following to this Financial Capacity Form:

- a. Last two Audited Financial Statement (or Statements of profit and loss, including assets).
- b. Operating budgets for past two years (actual), plus current year budget.
- c. IRS Form 990 or 990 EZ (Nonprofits only)

## SECTION 8: APPENDICES

### APPENDIX N - PROPERTY DATA SHEET

Complete the Property Data Sheet listing each parcel included in the proposed project, as well as the owner(s) of each parcel. Indicate and attach all required documents\* (deeds, tax records, county records, title reports etc.) that verify ownership. Attach additional sheets if necessary.

| No       | Owner Name | Assessor Parcel Number(s) | Acreage | If parcel(s) owned by Applicant(s), indicate type of ownership |          |                  | For all parcels, indicate *document used to demonstrate ownership and attach a copy of each document-clearly labeled with the APN-to this document | If parcel(s) not owned by Applicant(s) indicate *document verifying long-term Permission to Develop and maintain <b>and attach</b> |       |     |                   |                  | Entity to perform O&M | # of years O&M to be performed |
|----------|------------|---------------------------|---------|----------------------------------------------------------------|----------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------|-----|-------------------|------------------|-----------------------|--------------------------------|
|          |            |                           |         | Fee Simple                                                     | Easement | Other (describe) |                                                                                                                                                    | O&M Agreement                                                                                                                      | Lease | JPA | Letter from Owner | Other (describe) |                       |                                |
| 1        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 2        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 3        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 4        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 5        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 6        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 7        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 8        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 9        |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| 10       |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |
| Comments |            |                           |         |                                                                |          |                  |                                                                                                                                                    |                                                                                                                                    |       |     |                   |                  |                       |                                |

**Total Number of Parcels:** \_\_\_\_\_ **Total Number of Acres:** \_\_\_\_\_

## SECTION 8: APPENDICES

### APPENDIX O - PERMIT APPROVAL STATUS FORM

List is not all inclusive. It is Grantee's responsibility to comply with all applicable permits.

| Permitting Agency                                         | Type of Requirement                                                                                                                | Required?                | Applied?                 | Acquired?                | Date Anticipated |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|------------------|
| <b>State Agencies:</b>                                    |                                                                                                                                    |                          |                          |                          |                  |
| California Department of Fish and Game                    | Streambed Alteration Agreement Permit (Section 1600)                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| California Department of Fish and Game                    | Incidental Take Permit                                                                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| CalTrans                                                  | Encroachment Permit                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Coastal Commission                                        | Coastal Development Permit                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Coastal Commission                                        | Letter of Consistency                                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Regional Water Quality Control Board                      | 401 Water Quality Certification or Waste Discharge Requirement                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| State Water Resources Control Board                       | Water Rights Permit                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| State Water Resources Control Board                       | General Industrial Storm Water Permit                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Central Valley Flood Protection Board                     | Permission to Encroach on Waterways within Designated Floodways                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| State Lands Commission                                    | Permit required if using State owned property                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| State Office of Historic Preservation                     | Cultural Resources-Submission of findings to State Historic Preservation Officer (National Historic Preservation Act, Section 106) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| <b>Federal Agencies</b>                                   |                                                                                                                                    |                          |                          |                          |                  |
| U.S. Fish and Wildlife Service (USFWS)                    | Section 7 consultation if federal nexus (see ACOE), or Section 10 Permit                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| U.S. Army Corps of Engineers (ACOE)                       | Clean Water Act, Section 404 Permit, will consult w/USFWS & NMFS Section 7                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| U.S. Army Corps of Engineers                              | Rivers and Harbors Act, Section 10 Permit                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| U.S. Coast Guard / U.S. Army Corps of Engineers           | Rivers and Harbors Act, Section 9 Permit                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| U.S. National Resources Conservation Service              | Consultation                                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| National Marine Fisheries Service (NMFS)                  | Section 7 consultation if federal nexus see ACOE, or Section 10 Permit                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| <b>Local and Regional Planning Agencies</b>               |                                                                                                                                    |                          |                          |                          |                  |
| City/County                                               | Grading Permit                                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| City/County                                               | Environmental Health Department                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| San Francisco Bay Conservation and Development Commission | Any relevant permit                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Tahoe Regional Planning Agency                            | Any relevant permit                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Local Resource Conservation District                      | Consultation                                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |
| Flood Control Districts                                   | Floodway & Hydrological                                                                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                  |

**Important:** If acquiring a long-term encroachment permit, evidence that the entity with jurisdiction over the project is aware of the project and willing to work with the Applicant to issue the permit, must be submitted with the application.

## SECTION 8: APPENDICES

### APPENDIX P - ENVIRONMENTAL REVIEW COMPLIANCE FORM & INSTRUCTIONS

(CEQA & NEPA)

In order for a project to be recommended for funding, the proposed **capital asset** project must comply with the California Environmental Quality Act, Division 13 (commencing with Section 21000; 14 California Code of Regulations section 15000 *et seq.* ["CEQA"]) and, if appropriate, the National Environmental Policy Act (NEPA).

A public entity (state, local or federal) must act as lead agency for the environmental review of the project proposed in the application, and provide copies of the final environmental review documents (listed below) to the applicant for inclusion in the application package. As a project funder, the State will typically act as a responsible agency for purposes of CEQA.

In order for the State to approve funding for a proposed project, applicant must submit the stamped and filed copies of environmental compliance documents with the application package.<sup>10</sup> Compliance documents include the following:

1. **Notice of Exemption** filed with the county clerk if the proposed project is categorically or statutorily exempt, including the appropriate Public Resources Code section citation(s) being relied upon by the lead agency; **OR**
2. **Negative Declaration or Mitigated Negative Declaration** adopted by the lead agency, plus the Initial Study (including the Environmental Checklist Form located in Appendix G of the CEQA Guidelines) and the Notice of Determination filed with the County. If the lead agency has adopted a Mitigated Negative Declaration, the Applicant must also provide the adopted mitigation monitoring and reporting program; **OR**
3. **Final Environmental Impact Report** certified and adopted by the lead agency with Initial Study, including a copy of the Environmental Checklist Form located in Appendix G of the CEQA Guidelines, the adopted mitigation monitoring and reporting program, and the Notice of Determination filed with

the County. Please include any State Clearinghouse Responses received by the applicant.

4. Supplementary CEQA, that tiers from a Programmatic, Master, or other Environmental Impact Report, should include a copy of any subsequent Initial Study for the proposed project together with a copy of any supplementary environmental documentation adopted by the lead agency, including if applicable, any required findings pursuant to Public Resources Code 21157.1, subdivision (c), and the Notice of Determination, filed with the county clerk and with the State Clearinghouse, as applicable.

If CEQA was filed before April 2009, the lead agency will be required to prepare an addendum that addresses Greenhouse Gases.

Note: Pursuant to Section 75102 of the Public Resources Code, before the adoption of a negative declaration or environmental impact report, the lead agency shall notify the proposed action to a California Native American tribe, which is on the contact list maintained by the Native American Heritage Commission, if that tribe has traditional lands located within the area of the proposed project.

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<sup>10</sup> CEQA guidelines :  
([http://www.ceres.ca.gov/topic/env\\_law/ceqa/guidelines/](http://www.ceres.ca.gov/topic/env_law/ceqa/guidelines/))  
[State Clearinghouse and Planning Unit](#)

## SECTION 8: APPENDICES

### APPENDIX P - ENVIRONMENTAL REVIEW COMPLIANCE FORM & INSTRUCTIONS

(CEQA & NEPA)

#### To be Completed by Lead Agency for CEQA/NEPA

*This form plus completed Environmental Review documents are required at time of Application*

The Museum Grant Program (MGP) will award approximately \$7 million in 2016 for grants to assist and enhance California's museums.

As Lead Agency for Environmental Review compliance for the Capital Asset Project proposed in the application, please provide copies of the final Environmental Review documents (listed below) to the Applicant for inclusion in the Application Package.

A copy of all documents related to the lead agency's action must be received by September 1, 2015 in order for the applicant to be considered for funding.

In cases where projects are exempt from CEQA/NEPA, a Notice of Exemption **must** be filed by the Lead Agency, and a copy submitted with the Application Package.

#### Lead Agency for Environmental Review:

1. Complete the form below
2. Attach a copy of the applicable environmental compliance documents.
3. Send the form and attachments with cover letter on Lead Agency stationery to the Applicant **prior to the application due date of September 1, 2015\*** so they may include it with their application package.

Lead Agency Name: \_\_\_\_\_  
Street Address (& PO Box) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Lead Agency Representative, Title \_\_\_\_\_  
Contact information (phone, email) \_\_\_\_\_

#### INDICATE THE ENVIRONMENTAL COMPLIANCE DOCUMENTATION ATTACHED:

☐ **Notice of Exemption (NOE)**

List the statutory or categorical exemption applicable to the project: \_\_\_\_\_  
Attach NOE filed and stamped by the County Clerk(s) in which the project takes place.

☐ **Notice of Determination (NOD)**

- ☐ Negative Declaration – with NOD filed and stamped by County Clerk(s) in which the project takes place, plus Evidence Fish & Game fee paid (or the project is exempt from fee).
- ☐ Mitigated Negative Declaration – with NOD/MND filed and stamped by County Clerk(s) in which the project takes place, plus Evidence Fish & Game fee paid (or the project is exempt from fee).
- ☐ Environmental Impact Report (EIR) – including all documents listed below:
- o IS with checklist
  - o State Clearinghouse Response, as applicable
  - o NOD/MND filed and stamped by County Clerk(s) in which the project takes place
  - o Evidence Fish & Game fee paid or the project is exempt from fee

#### Resources:

CEQA guidelines:

[http://www.ceres.ca.gov/topic/env\\_law/ceqa/guidelines/](http://www.ceres.ca.gov/topic/env_law/ceqa/guidelines/)

State Clearinghouse and Planning Unit:

<http://www.opr.ca.gov/>

## SECTION 8: APPENDICES

### APPENDIX Q - WILLING SELLER LETTER SAMPLE

(Acquisition Projects Only)

All acquisition application packages must include a willing seller letter from **each legal owner**. The letter must include the following information and be signed and dated from the legal owner(s) of each parcel to be acquired. Note: All escrows must close simultaneously.

Date:

To: California Cultural and Historical Endowment  
Museum Grant Program

From: Name(s) of Legal Owner (*Trust, etc.*)  
Address of Legal Owner(s)

Re: Parcel number(s):  
County:  
Property Address:

To Whom It May Concern:

This letter is provided to confirm that (*name of owner, trust, etc.*), owner of the above referenced property, is a willing participant in the proposed real property transaction. Should grant funds be awarded to the grant Applicant (*name of grant Applicant*), then (*name of owner, trust, etc.*), as Seller, is willing to enter into negotiations for the sale of the real property for a purchase price not to exceed fair market value.

Acknowledged:

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*Signature of land owner (trustee, etc.)*

---

*Date signed*

## SECTION 8: APPENDICES

### APPENDIX R - SIGN GUIDELINES

All Grantees are required to post a sign at the project site. The sign must be available for the final inspection of the project. There is no minimum or maximum size other than the minimum size for the logo as long as the sign contains the required wording.

#### Types of Signs

- 1) A sign is required during construction.
- 2) A sign must be posted upon completion (1 & 2 can be the same if sign is durable)

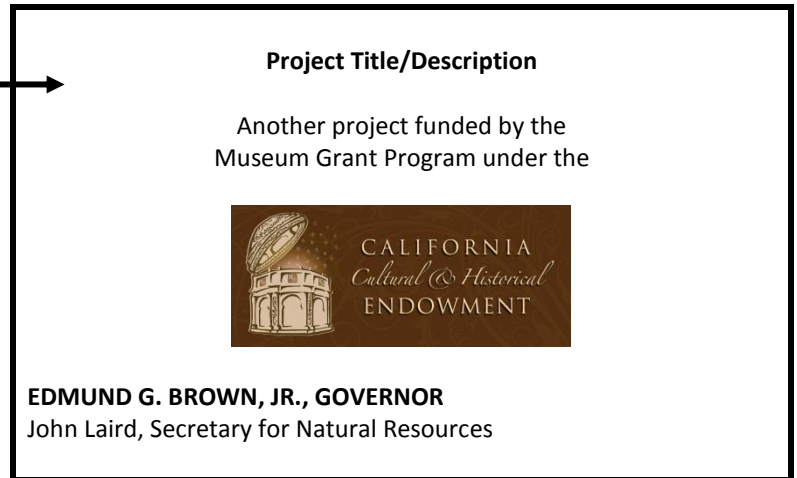
#### Language for Signs

All signs will contain the following minimum language:

The name of the director of the local agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, funding organizations, individuals and elected representatives.

#### Logo

All signs must include the California Cultural and Historical Endowment logo, which should be mounted in an area to maximize visibility and durability. The logo should be a minimum of 1' (12 inches) high -- exceptions may be approved by the State, when appropriate.



The logo is available at: [http://resources.ca.gov/grant\\_programs.html](http://resources.ca.gov/grant_programs.html)

#### Sign Construction

All materials used shall be durable and resistant to the elements and graffiti. The California Department of Parks and Recreation and California Department of Transportation standards can be used as a guide for gauge of metal, quality of paints, mounting specifications, etc.

#### Sign Duration

Project signs should be in place for a minimum of four (4) years from date of project completion.

#### Sign Cost

The cost of the sign(s) is an eligible project cost. More permanent signage is also encouraged (e.g., bronze memorials mounted in stone at entryways, on wall plaques, on structures, etc., at exhibit site).

#### Appropriateness of Signs

For projects where the required sign may be out of place or where covered by local sign ordinances, the grants administrator in consultation with the Grantee may authorize a sign that is appropriate to the project in question.

#### State Approval

The Grantee shall submit proposed locations, size, number of signs and language for review prior to ordering signs. Funds for development projects will not be reimbursed until signage has been approved and installed.

## SECTION 8: APPENDICES

### APPENDIX S - DEED RESTRICTIONS TEMPLATE

RECORDING REQUESTED BY:  
California Cultural and Historical Endowment  
Bonds & Grants

WHEN RECORDED MAIL TO:  
California Cultural and Historical Endowment  
1416 9<sup>th</sup> Street, Suite 1311  
Sacramento, CA 95814

#### Declaration of Covenants, Conditions and Restrictions

- I. WHEREAS, the California Cultural and Historical Endowment, (hereinafter referred to as "CCHE") is a public agency created and existing under the authority of sections 12800 and 12805, et seq, of the California Government Code.
- II. WHEREAS, name of grantee, (hereinafter referred to as "GRANTEE") applied to CCHE for grant funds available pursuant to the Museum Grant Program for improvements to the Property, defined in Exhibit A (attached hereto, and hereinafter referred to as "PROPERTY"); and,
- III. WHEREAS, GRANTEE owns or has long term legal access to the PROPERTY, and,
- IV. WHEREAS, on beginning date on Grant Agreement, CCHE's approved Grant Agreement number, (hereinafter referred to as "GRANT") for improvements to the PROPERTY, subject to, among other conditions, recordation of this Deed Restriction on the PROPERTY; and,
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the GRANT, the GRANT would not be consistent with the public purposes of the Museum Grant Program and the funds that are the subject of the GRANT could therefore not have been granted; and,
- VI. WHEREAS, GRANTEE has elected to comply with the GRANT and record restrictions on the PROPERTY, so as to enable GRANTEE to receive the grant funds and perform the work described in the GRANT;

NOW, THEREFORE, in consideration of the issuance of the grant funds by CCHE, the undersigned GRANTEE hereby irrevocably covenant(s) with CCHE that the conditions of the grant, as set forth in Exhibit B ( attached hereto) and in paragraphs 1 through 5, below, shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes, covenants, conditions and restrictions on the use and enjoyment of the PROPERTY that run with the land and are hereby attached to the deed to the PROPERTY as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind GRANTEE until the end land tenure date identified in the GRANT.
2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the PROPERTY within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
3. RIGHT OF ENTRY. CCHE or its agent or employees may enter onto the PROPERTY at times reasonably acceptable to GRANTEE to ascertain whether the use restrictions set forth above are being observed.
4. REMEDIES. Any act, conveyance, contract, or authorization by GRANTEE whether written or oral which uses or would cause to be used or would permit use of the PROPERTY contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. CCHE may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of CCHE to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.
5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: \_\_\_\_\_, 20 \_\_\_\_

GRANTEE:

\_\_\_\_\_

AGENCY (if required for recordation):

CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT

Signed:

\_\_\_\_\_

PRINT/TYPE NAME ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE TITLE ABOVE  
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

Signed:

\_\_\_\_\_

Bryan Cash

Deputy Assistant Secretary, Bonds and Grants

#### EXHIBIT B

The PROPERTY (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the California Cultural and Historical Endowment, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

The GRANTEE shall not use or allow the use of any portion of the PROPERTY for mitigation without the written permission of the CCHE.

The GRANTEE shall not use or allow the use of any portion of the PROPERTY as security for any debt.

## SECTION 8: APPENDICES

### APPENDIX T – 38 CHARACTERISTICS OF ‘SUPERIOR’ MUSEUMS

American Alliance of Museums

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <p><b>Public Trust and Accountability</b></p> <ul style="list-style-type: none"> <li>• The museum is a good steward of its resources held in the public trust.</li> <li>• The museum identifies the communities it serves, and makes appropriate decisions in how it serves them.</li> <li>• Regardless of its self-identified communities, the museum strives to be a good neighbor in its geographic area.</li> <li>• The museum strives to be inclusive and offers opportunities for diverse participation.</li> <li>• The museum asserts its public service role and places education at the center of that role.</li> <li>• The museum demonstrates a commitment to providing the public with physical and intellectual access to the museum and its resources.</li> <li>• The museum is committed to public accountability and is transparent in its mission and its operations.</li> <li>• The museum complies with local, state, and federal laws, codes, and regulations applicable to its facilities, operations, and administration</li> </ul> <p><b>Mission and Planning</b></p> <ul style="list-style-type: none"> <li>• The museum has a clear understanding of its mission and communicates why it exists and who benefits as a result of its efforts.</li> <li>• All aspects of the museum’s operations are integrated and focused on meeting its mission.</li> <li>• The museum’s governing authority and staff thinks and act strategically to acquire, develop, and allocate resources to advance the mission of the museum.</li> <li>• The museum engages in ongoing and reflective institutional planning that includes involvement of its audiences and community.</li> <li>• The museum establishes measures of success and uses them to evaluate and adjust its activities.</li> </ul> <p><b>Facilities and Risk Management</b></p> <ul style="list-style-type: none"> <li>• The museum allocates its space and uses its facilities to meet the needs of the collections, audience, and staff.</li> <li>• The museum has appropriate measures to ensure the safety and security of people, its collections and/or objects, and the facilities it owns or uses.</li> <li>• The museum has an effective program for the care and long-term maintenance of its facilities.</li> <li>• The museum is clean and well-maintained, and provides for the visitors’ needs.</li> <li>• The museum takes appropriate measures to protect itself against potential risk and loss.</li> </ul> <p><b>Financial Stability</b></p> <ul style="list-style-type: none"> <li>• The museum legally, ethically, and responsibly acquires, manages and allocates its financial resources in a way that advances its mission.</li> <li>• The museum operates in a fiscally responsible manner that promotes its long-term sustainability.</li> </ul> | <p><b>Leadership and Organizational Structure</b></p> <ul style="list-style-type: none"> <li>• The governance, staff and volunteer structures and processes effectively advance the museum’s mission.</li> <li>• The governing authority, staff and volunteers have a clear and shared understanding of their roles and responsibilities.</li> <li>• The governing authority, staff, and volunteers legally, ethically and effectively carry out their responsibilities.</li> <li>• The composition, qualifications, and diversity of the museum’s leadership, staff, and volunteers enable it to carry out the museum’s mission and goals.</li> <li>• There is a clear and formal division of responsibilities between the governing authority and any group that supports the museum, whether separately incorporated or operating within the museum or its parent organization.</li> </ul> <p><b>Collections Stewardship</b></p> <ul style="list-style-type: none"> <li>• The museum owns, exhibits, or uses collections that are appropriate to its mission.</li> <li>• The museum legally, ethically, and effectively manages documents, cares for, and uses the collections.</li> <li>• The museum’s collections-related research is conducted according to appropriate scholarly standards.</li> <li>• The museum strategically plans for the use and development of its collections.</li> <li>• Guided by its mission, the museum provides public access to its collections while ensuring their preservation.</li> </ul> <p><b>Education and Interpretation</b></p> <ul style="list-style-type: none"> <li>• The museum clearly states its overall educational goals, philosophy, and messages, and demonstrates that its activities are in alignment with them.</li> <li>• The museum understands the characteristics and needs of its existing and potential audiences and uses this understanding to inform its interpretation.</li> <li>• The museum’s interpretive content is based on appropriate research.</li> <li>• Museums conducting primary research do so according to scholarly standards.</li> <li>• The museum uses techniques, technologies, and methods appropriate to its educational goals, content, audiences, and resources.</li> <li>• The museum presents accurate and appropriate content for each of its audiences.</li> <li>• The museum demonstrates consistent high quality in its interpretive activities.</li> <li>• The museum assesses the effectiveness of its interpretive activities and uses those results to plan and improve its activities.</li> </ul> <p>For additional standards and best practices to help museums achieve excellence see <a href="http://www.aam-us.org/resources/ethics-standards-and-best-practices/characteristics-of-excellence-for-u-s-museums">http://www.aam-us.org/resources/ethics-standards-and-best-practices/characteristics-of-excellence-for-u-s-museums</a>.</p> |
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## SECTION 9: DEFINITIONS



Western Railway Museum

**Unless otherwise stated, the terms used in these Grant Guidelines, Application & Forms, have the following meanings for purposes of this program, per Education Code Section 20050-20091.**

**AB 482** - This Legislation (Education Code Section 20090-20092, et seq.) transferred the CCHE to the California Natural Resources Agency and authorized the endowment to create a specified competitive grant program to support small capital projects in museums. It was passed by the California Legislature and signed by the governor in 2013. The full text can be found on the CCHE website at [www.endowment.library.ca.gov](http://www.endowment.library.ca.gov).

**AB 716** - This legislation created the California Cultural and Historical Endowment Act, (Education Code Section 20050 et seq.) which was passed by the California Legislature and signed by the governor in 2002. The full text can be found on the CCHE website at [www.endowment.library.ca.gov](http://www.endowment.library.ca.gov).

**Acquisition** - The act of obtaining in perpetuity a fee interest in a "capital asset" that is tangible physical property, including easements.

**Americans with Disabilities Act (ADA)** - The U.S. Americans with Disabilities Act of 1990 that gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity in employment, public accommodations, transportation, State and local government services, and telecommunications.

**Annual Operating Budget** - Information regarding the annual operating budget of a non-profit public benefit corporation is found on the first page of Form 990, Line 17 under "Total Expenses."

**Applicant** - An eligible organization requesting funding from a program administered by the State.

**Benchmark** - A specific task or project deliverable identified in the project Work Plan and approved by the State.

**Bond or Bond Act** - The California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40). Derived from general obligation bond monies, this bond measure, passed in 2002, is the funding source for all projects currently being funded by the State.

**California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002** (Proposition 40) - This bond measure, passed in 2002, is the funding source for all CCHE projects currently being funded by the State.

**California Environmental Quality Act (CEQA)** - A statute that requires state and local agencies to identify the significant environmental impacts of projects within their jurisdiction, to inform governmental decision makers and the public of those impacts, and to avoid or mitigate those impacts, if feasible.

<http://ceres.ca.gov/ceqa/more/faq.html> (Public Resources Code, Section 21000 et seq.; Title 14, California Code of Regulations, Sections 15000 et seq.)

**Capital Assets** - Capital assets are defined in Government Code Section 16727. Generally, they include tangible physical property that is part of an otherwise eligible construction, development or preservation project, and has an "expected useful life" of 15+ years. Items such as musical instruments, computers and audio equipment are not considered capital assets.

**Capital project** - The Acquisition of real property, that is, tangible physical property, or development of real (tangible physical) property including costs of construction. Capital projects are expected to have a "useful life" of 15+ years. The definition of capital assets also includes major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 – 15 years, or expenditures that continue or enhance the useful life of the capital asset.

## SECTION 9: DEFINITIONS

**Cash Flow Projections** - Tracking the flow of cash into and out of an organization throughout the year, including both high and low volume months. These projections compare the monthly amount of cash utilized by the organization to the amount available.

**Cash Match** - A cash match is a new source of unrestricted funds or restricted funds dedicated toward a particular capital assets project.

**CEQA** (see **California Environmental Quality Act**)

**Climate Change** - Any long term change in average climate conditions in a place or region, whether due to natural causes or the result of human activity.

**Community** - A population of persons residing in the same locality under the same local governance, such as a city, town, county, or named unincorporated area.

**Conservation Easement** - Any limitation in a deed, will or other instrument in the form of an Easement, restriction, covenant or condition which is or has been executed by or on behalf of the owner of the land subject to such easement and is binding upon the successive owners of such land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested or open-space condition (Civil Code Section 815.1).

**Contingency Costs** - Costs set aside for use in the case of unforeseen circumstances such as cost overruns, delays due to weather conditions or increases in the cost of supplies. Contingency costs may not exceed 10% of the grant.

**Cost Estimator** - The person preparing a cost summary for the entire Project, cost of labor, equipment, materials, subcontractors, overhead, taxes, insurances, markup and any other costs that may affect the Project.

**Deliverables** - The “final products” of a task. It reflects the tangible result of the completion of a task.

**Development** - Development of real (tangible physical) property includes, but is not limited to, improvement, rehabilitation, restoration,

enhancement, preservation, protection and interpretation. (CA Education Code Section 20052 The California Cultural and Historical Endowment Act). It includes Construction of a building or permanent structure, permanently installed exhibits, reconstruction or preservation of a building, permanent landscape/hardscape or any combination of those activities.

**Direct Costs** - Those costs associated with development, administration, planning and management of the project which are specifically incurred to the benefit of the project.

**Disadvantaged Community** - A community with a median household income less than 80% of the statewide average.

**Easement** - An interest in land entitling the holder thereof to a limited use or enjoyment of the land in which the interest exists.

**Eligible Applicant** - Nonprofit, public benefit corporations (as defined in this Appendix), public agencies and **Federally Recognized** Indian Tribes.

**Endowment** - The California Cultural and Historical Endowment created pursuant to Section 20053, California Education Code, or the board of the endowment, as appropriate.

**Energy Efficient** - Building standards are State codes which dictate energy-saving requirements for walls, roofs, windows, insulation, heating, water heating, lighting, ventilating and air conditioning systems, as well as water use and management.

**Enhancement - Modifications** to current conditions of a facility or landscape that results in desired improvements (e.g., greater public access, increased energy efficiency, etc.) such as the provision of recreation, access, improved energy efficiency, or other aspects that were not originally part of the features.

**Environmental Justice** - The fair treatment of people of all races, physical and cognitive abilities, cultures and income with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations and policies.

## SECTION 9: DEFINITIONS

**Environmental Compliance** See CEQA and NEPA.

**Exhibiting Institutions** - Entities that exhibit objects to the general public if such exhibition is a primary purpose of the institution. Institutions that exhibit objects to the general public for at least 120 days a year is deemed to exhibit objects to the general public on a regular basis.

**Fair Market Value (FMV)** - The value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services.

**Fixed Expense** - Ongoing budgeted expenditures such as rent, depreciation, utilities, insurance, licenses/permits and loan payments.

**Fund or Funds** - The California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002 (Proposition 40).

**Funding Status** – Status of project funds: may be **REQUESTED**: a formal request to a funding agency has been submitted and is actively being considered; **SECURED**: the applicant has access to the funds which are currently ‘in the bank’; **COMMITTED**: funds have been awarded or pledged by an outside funder or individual donors, but they are contingent on the project receiving an award.

**Grant** - An award of financial assistance to carry out a project for a public purpose. A grant is distinguished from a contract, which is used to acquire property or services for the agency’s direct benefit or use.<sup>11</sup>

**Grant(s) Administrator** - An employee of the State who manages grants.

**Grant Agreement** - A binding agreement between the grant applicant and State, specifying the payment of funds by the State for the fulfillment of the terms of the Project as proposed in the Grant Application and within a specified project performance period. A Grant Agreement is entered into after the CCHE Board approves funding for the

Project and all of the necessary documentation is collected to initiate the Project.

**Grantee** - An applicant that has an agreement for grant funding (Grant Agreement) with the State.

**Indian Tribe(s)** - Those California Indian Tribes recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes, as enumerated in the Federal Register’s list of Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs are generally eligible to apply for STATE grants. (See Fed. Reg. 68180 (Dec. 5, 2003))

**Indirect Costs** - Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not identified specifically with the grant, Grant Agreement, Project or activity, but are necessary for the general operation of the organization. Examples of overhead costs include salaries and benefits of employees not directly assigned to a project; functions such as personnel, business services, information technology, janitorial, and salaries of supervisors and managers; and rent, utilities, supplies, etc. These costs are NOT eligible for reimbursement with grant funds, but may be used to show Applicant’s portion of costs.

**In-Kind** - Non-cash donations from governmental or private sources, and includes volunteers, materials and services.

**Interpretation** - Visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a way that increases understanding and enjoyment of those resources and that may utilize the expertise of specialists skilled at educational interpretation.

**Joint Powers Authority** - An entity formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of the Government code, if at least one of the parties to the joint powers agreement qualifies as an eligible applicant as described on page 7 of these guidelines. For purposes of this grant, a majority of the members must be local authorities or local and California authorities.

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<sup>11</sup> <http://www.grants.gov/web/grants/support/general-support/glossary.html>

## SECTION 9: DEFINITIONS

**Land Tenure/Long Term Site Control** - The status of ownership or control over the project land, including legal long-term interests with the landowner which is satisfactory to the State.

**Landscape** - Arranging or modifying the features of a natural environment, such as planting trees, native grasses, flowers and/or shrubs.

**Lead Agency (CEQA)** - The public agency with primary responsibility for approving a project that may have a significant impact upon the environment. Normally, the Lead Agency is the agency with general governmental powers such as a city or a county.

**LEED Certification** - Accreditation by the U.S. Green Building Council certifies that an entity has "demonstrated the knowledge of green building practice required for successful implementation of the LEED® green rating system." California Association of Museums' Green Museums Initiative (GMI) is to inspire and support California museums to develop green business practices, eco-friendly facility-management, and sustainable programming to reduce waste and impact on the environment.<sup>12</sup>

**Local Government** - Any political subdivision of the State of California, including but not limited to any county, city, city and county.

**Low Impact Development** - A form of site design in which the arrangement of buildings, roads, parking areas, site features and storm water management systems minimize the generation of storm water runoff and treat pollutant loads where they are generated.

**Mission Statement** - A description of the overarching purpose of the organization

**Mitigation** - Human intervention to avoid or compensate for impacts on the natural environment by repairing, rehabilitating, restoring, replacing or providing substitute resources or environments.

**Museum** - A public or private nonprofit institution that is organized on a permanent basis for essentially educational or aesthetic purposes and that owns or uses tangible objects, cares for those objects, and exhibits them to the general public on a regular basis.<sup>13</sup> An institution that exhibits to the general public for at least 120 days a year is deemed to exhibit objects to the general public on a regular basis.<sup>14</sup> (Defined by California Education Code Section 20052c.)

A museum located within a parent organization may apply on its own behalf as a museum if it is able to independently fulfill all the eligibility requirements, has its own fully segregated operating budget, and functions as a discrete unit with the parent organization including the authority to make the application on its own.

**NEPA** - The National Environmental Policy Act that establishes national environmental policy and goals for the protection, maintenance, and enhancement of the environment, and provides a process for implementing these goals within the federal agencies. (Education Code, Sec. 20052(d))

**Non-Construction Costs** - Those costs associated with Project development, administration, planning and management of the project which are specifically incurred to benefit the project. Does not include indirect costs or overhead. For all STATE grants, indirect costs are limited to 10% of the direct costs charged to the grant.

**Nonprofit** - A nonprofit public benefit corporation that is formed pursuant to the Nonprofit Corporation Law (Corporations Code Section 5000 et seq.), qualified to do business in California, and qualified under Section 501(c) (3) of the Internal Revenue Code, that has, among its principal charitable purposes, the preservation of historic or cultural resources for cultural, scientific, historic, educational, recreational, agricultural or scenic opportunities.

**Other Sources of Funds** - Cash or In-Kind contributions required or used to complete a project, beyond the grant funds provided by this

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<sup>12</sup> <http://www.calmuseums.org/index.cfm?fuseaction=Page.ViewPage&PageID=941>

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<sup>13</sup> Section 20052 (c) of the California Education Code.

<sup>14</sup> IMLS Museums For America Grant Program

## SECTION 9: DEFINITIONS

program. Receipt of funds may be in various stages such as Requested and awaiting a decision, Committed or Secured.

**Overhead Costs** See Indirect Costs

**Planning** - For purposes of a development project grant means the creation of architectural plans, engineering specifications or other technical documents guiding and coordinating construction of the project; for the purposes of an acquisition includes purchase agreements, appraisals, surveys, title reports and other documents and steps preliminary to escrow.

**Plant Palette** - A recommended list of plants (shrubs, trees, etc.) which are appropriate and sustainable for a given jurisdiction and/or urban environment, considering economic, environmental, and social factors such as rainfall, terrain, soil, maintenance requirements, appearance, desired function, and public use.

**Preliminary Project Costs - Non-construction costs** associated with preparations necessary to execute eligible CCHE projects. Preliminary costs include planning documents, conceptual designs, surveys, architectural and engineering plans, historic structure reports; schematic documents; technical consulting, feasibility studies; emergency stabilization studies and plans; construction design, preparation of construction bidding documents, permits, or appraisals. Preliminary costs are distinct from costs of actual construction or acquisition land costs.

**Preservation** - The preservation of historic or cultural resources for cultural, scientific, historic, educational, recreational purposes, such as identification, evaluation, recordation, restoration and stabilization.

**Prevailing Wage** - Labor Code section 1771.5 establishes Labor Compliance Programs to enforce prevailing wage requirements on public works construction projects, and applicants should be familiar with applicable statutes and regulations regarding the payment of prevailing wages on their project. Such information is available on the Department of Industrial Relations' website at <http://www.dir.ca.gov/>.

**Professional Museum Staff** - For purposes of this grant, an institution uses a professional staff if it employs at least one staff member, or the full-time equivalent, whether paid or unpaid, primarily engaged in the acquisition, care, or exhibition to the public of objects owned or used by the institution.

**Program** - A planned, coordinated group of activities or procedures, often with a common goal.

**Project** - A specific, delineated undertaking or activity to be accomplished with grant funds and other funds that meet the intent of Museum Grant Program.

**Project Performance Period** - The beginning and ending dates of the Grant Agreement. Eligible costs incurred during this period may be reimbursed from the grant.

**Project Scope** A description of activity or work to be accomplished by the Museum Program Grant project.

**Proposition 40** - See "California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Act of 2002"

**Public Agency** - A federal agency, a state agency, a city, a county, a special district, an association of governments, a joint powers agency, or a Federally recognized Indian Tribe .

**Restoration** - Modifications to current conditions of a facility or landscape that return it to its historic or natural conditions. Does not include the provision of recreation or other aspects that were not originally part of its features.

**Restricted Assets/ Funds** - Restricted funds are assets that are provided to the applicant's organization with legally binding limitations on their use. The donor, grantor, or other fund provider outside the institution that provides the resources imposes these limitations. An institution that accepts such assets must abide by the externally-imposed restrictions.

**Secretary** - The Secretary for Natural Resources or his/her representative.

## SECTION 9: DEFINITIONS

**Severely Disadvantaged Community** - A community with a median household income less than 60% of the statewide average.

**State** - The Natural Resources Agency, California Cultural and Historical Endowment, or its representative.

**Sustainable Building Practices** - A practice that is environmentally responsible and resource-efficient throughout the building's life-cycle from siting to design, construction, operation, maintenance, renovation, and demolition. This expands and complements the classical building design concerns of economy, utility, durability, and comfort.

**Tasks** - The itemized steps that are necessary to fulfill the proposed Project. Included in a Budget Narrative, they should be narrowly tailored with logical steps to reach a specific outcome.

**Tribal organization** - is defined as an Indian tribe, band, nation or other organized group or community, or a tribal agency authorized by a tribe, which is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians and is identified in the Federal Register list provided by the Bureau of Indian Affairs, as that list may be updated or amended from time to time.

**Underserved Community** - A community that has a clear lack of historical and cultural resources.

**Unrestricted Assets/ Funds** Assets/funds/resources that are not restricted for use by legal or contractual requirements and may be used for any purpose.

**Waiver of Sovereign Immunity** - In order to ensure CCHE can enforce its grant agreement, the governing entity of the Indian Tribe, that has the authority to expressly waive their ability to claim sovereign immunity, will be asked to approve a waiver acceptable to the State, with regard to the CCHE grant agreement.

**Water-Wise Landscaping** - An approach that conserves water and protects the environment by establishing and maintaining a healthy landscape by matching the right plants with existing site

conditions so that the use of additional resources, such as water, fertilizer, pesticides and labor, is minimized, and practices reduce the amount of pollutants reaching water bodies in stormwater runoff.

**Willing Seller(s)** - Property owner(s) and willing participant(s) in the proposed real property transaction, at a purchase price not to exceed fair market value as verified by the State.

**Work Plan** - A plan that specifies what steps will be taken to develop the project including benchmarks with target completion dates and a project cost estimate.

**M**useums in America are powerful drivers of educational, economic, and social change and growth in their communities. As stewards of our collective cultural heritage, they provide the rich, authentic content for a nation of learners. Museums respond to the needs of their communities and are recognized as anchor institutions. They are valued not only for their collections and programs but as safe, trusted places that support the ideals of our democratic society. (Susan H. Hildreth, Director, Institute of Museum and Library Services)

## SECTION 10: AUTHORIZING LEGISLATION

### CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT ACT

#### California Code - Chapter 13: Section 20050 - 20091<sup>15</sup>

- Article 1 General Provisions [20050. - 20052.]
- Article 2 Creation and Powers of the Endowment [20053. - 20060.]
- Article 3 Grants and Loans [20070. - 20074.]
- Article 4 Cultural and Historical Policy [20080. - 20080.]
- Article 5 Museum and Cultural Resources Program [20090. - 20091.]

**Only sections specific to the Museums Program are listed below.**

### CALIFORNIA EDUCATION CODE SECTIONS 20090-20092

#### Museums - [Section 20090]

The Legislature finds and declares the following:

- (a) Museums do important work that helps the state meet its obligations to residents in the field of education. Museums contribute to formal and informal learning at every stage of life, from the education of children in preschool to the continuing education of adults.
- (b) Museums are a significant resource for in-service training of California teachers. A great potential for a relationship between museums and educational facilities exists.
- (c) Museums are an important means of making art, science, history, and culture available to California residents.
- (d) Museums provide an economic boost to their communities by attracting tourists and local visitors, all of whom create a demand for services.
- (e) Museums often help define the public identity of a community, and serve as a foundation of its cultural identity. A museum has the legacy of its community as the heart of its mission.

#### Statutory Requirements – [Section 20091]

To the extent that funding is available for such purposes, the endowment shall establish a program to assist and enhance the services of California's museums and of other groups and institutions that

undertake cultural projects that are deeply rooted in and reflective of previously underserved communities. This program shall give priority to:

- (a) Enhancing opportunities for superior museum and cultural program services.
- (b) Encouraging museums and cultural programs to provide services to school pupils, including any of the following:
  - (1) Curriculum development.
  - (2) Schoolsite presentations or workshops.
  - (3) Teacher training.
  - (4) Reduced price or free admission of pupils to museums.
- (c) Collaborative projects and technical assistance to coordinate the work of eligible museums and cultural programs and to enhance the ability of museums and cultural programs to serve the public. Priority shall be given to any project that does any of the following:
  - (1) Assists an eligible museum or cultural program in serving an historically underserved population.
  - (2) Aids a museum or cultural program in diversifying or expanding its audience.
  - (3) Aids a museum or cultural program in raising its professional standards in order to better serve the public.
- (d) Projects that increase accessibility to museums' and cultural programs' collections and services.

#### Grant Program – [Section 20092]

- (a) The endowment may create a competitive grant program to support small capital projects in museums pursuant to subdivision (b) of Section 20057. The grant program shall give priority to the objectives listed in Section 20091. Once funding becomes available from the sale of specialized license plates pursuant to subdivision (b), funding for the grant program shall only be made, upon appropriation by the Legislature, from the funds collected pursuant to subdivision (b).
- (b) If the endowment creates the grant program described in subdivision (a), the endowment shall apply to the Department of Motor Vehicles pursuant to Section 5156 of the Vehicle Code for the purpose of creating a specialized license plate program. It is hereby warranted to the purchasers of these specialized license plates that the fees collected from the sale of the specialized license plates shall be deposited in the California Cultural and Historical Endowment Fund to fund the grant program described in subdivision (a). The endowment shall comply with all of the requirements of Article 8.6 (commencing with Section 5151) of Chapter 1 of Division 3 of the Vehicle Code that apply to a state

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<sup>15</sup> See more at:

<http://codes.lp.findlaw.com/cacode/EDC/1/d1/11/13#sthash.0u0OC9mQ.dpuf>

## SECTION 10: AUTHORIZING LEGISLATION

agency that sponsors specialized license plate program.

### **CALIFORNIA EDUCATION CODE SECTION 20051-20052**

#### **Purpose [Section 20051]**

The Legislature finds and declares the following:

(a) Every civilization defines itself in part by its past, and an understanding of its past helps determine its basic values and future aspirations. Understanding of the past is strengthened and deepened through contact with the buildings, physical places, and artifacts of earlier times. Through learning this past, our young and future generations come to better understand the society in which they live and to better understand themselves.

(b) As America's physical culture and built environment become remarkably similar throughout the country, it is left to the natural environment and the structures of the past to give a unique sense of place to our communities. Preserving these structures is becoming increasingly compelling as the homogeneity of our physical culture increases.

(c) The buildings, other structures, and artifacts that embody California's past are in escalating danger of being redeveloped, remodeled, renovated, paved, excavated, bulldozed, modernized, and lost forever.

(d) For history to be part of our lives, we must include it in our daily lives, through the adaptive reuse of historic structures in our older commercial districts and inner cities.

(e) California has one of the most diverse populations on earth and its cultural and historic preservation program should reflect that fact. Early cultural and historic preservation efforts often focused on the structures and activities of our European ancestors. Without minimizing their contribution, it is important to pursue other historical threads that are important to California's Latino population, to African-Americans, to Asians and Pacific Islanders, to Native Americans, to Jewish persons, and to many other groups of peoples with uniquely identifiable cultures and histories. It is increasingly important to preserve the physical and cultural history and folklife of these many groups' presence and contributions to California's history.

(f) Historic preservation should include the contributions of all Californians. The study of history once focused largely on the actions and works of wealthy, powerful, noble, brilliant, or famous persons. More recently, historians have tried to increase understanding of how more ordinary people

lived and thought. California's historic preservation efforts should allow its citizens and visitors to experience something of the physical world of both.

(g) In 1997, California's Statewide Historic Preservation Plan was prepared pursuant to the National Historic Preservation Act of 1966 and includes seven statewide goals, including the goal to promote the preservation and stewardship of cultural resources among a diversified state population representing all levels of the socioeconomic spectrum.

(h) California's retained past certainly includes sites important to its prehistoric and later Native American people, and the remaining great structures of the 19th century. But the state also needs to consciously preserve selected remnants of the 1930s, of California's great role in World War II, as well as representative structures and sites that were culturally or economically important during the 1950s, 1960s, and, in some cases, even more recently.

(i) California's historic missions are among California's most evocative historical structures. Their continued protection and restoration should continue to have high priority.

(j) California's museums are among the most important and cherished repositories of the state's cultural and historical heritage.

(k) California's partnerships with federal, state, and local governmental agencies and nonprofit organizations have helped us understand the range and diversity of California's history and historic and cultural resources and artifacts and have helped develop a better understanding of the educational, environmental, and economic benefits of, and tools available for, the preservation and interpretation of historic and cultural resources and artifacts.

#### **Definitions [Section 20052]**

As used in this chapter, the following terms have the following meanings:

(a) "Development" includes, but is not limited to, improvement, rehabilitation, restoration, enhancement, preservation, protection, and interpretation.

(b) "Endowment" means the California Cultural and Historical Endowment created pursuant to Section 20053, or the board of the endowment, as appropriate.

(c) "Museum" means a public or private nonprofit institution that is organized on a permanent basis for essentially educational or aesthetic purposes and that owns or uses tangible objects, cares for those objects, and exhibits them to the general public on a regular basis.

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(d) “Nonprofit organization” means any nonprofit public benefit corporation that is formed pursuant to the Nonprofit Corporation Law (commencing with Section 500 of the Corporations Code), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code, that has, among its principal charitable purposes, the preservation of historic or cultural resources for cultural, scientific, historic, educational, recreational, agricultural, or scenic opportunities.

(e) “Preservation” includes, but is not limited to, identification, evaluation, recordation, restoration, stabilization, development, and reconstruction, or any combination of those activities.

(f) “Public agency” means a federal agency, state agency, city, county, district, association of governments, joint powers agency, or tribal organization.

### **CALIFORNIA EDUCATION CODE SECTION 20070-20074**

#### **Grants and Loans – [Section 20070]**

(a) The endowment may award grants and loans on a competitive basis to public agencies and nonprofit organizations, including museums, to encourage development of a systematic and coordinated assemblage of buildings, sites, artifacts, museums, cultural landscapes, illustrations, written materials, and displays and interpretive centers to preserve and tell the stories of California as a unified society and of the many groups of people that together comprise historic and modern California. In addition to preserving and interpreting California’s missions, gold rush and pioneer sites, and other examples of early European exploration and settlement, the endowment shall give priority to funding projects to preserve, interpret, and enhance understanding and appreciation of the state’s subsequent cultural, social, and economic evolution. For example, it may fund projects involving buildings, including the acquisition of any interest in real property, structures, ships, historic cemeteries, site areas, places, trails, artifacts, artistic expressions, illustrations, written materials, or collections of artifacts, historic districts, cultural landscapes, illustrations, and written materials, including, but not limited to, the following:

(1) Projects that preserve, display, demonstrate, or interpret the contributions of the many unique identifiable ethnic and other communities that have added significant elements to California’s culture, including, but not limited to, their architecture, landscaping, urban forms,

recreation, food and drink, styles, literature, artistic expressions, and pastimes.

(2) Projects that preserve and demonstrate culturally significant aspects of the changing ways that ordinary or particularly creative people lived their daily lives during the course of California history, including, but not limited to, representative or exceptionally expressive residences, recreational facilities and equipment, farms and ranches, transportation technologies, and innovative shopping arrangements.

(3) Projects that preserve, display, demonstrate, or interpret the industries, technologies, individuals, groups, and commercial enterprises that built California’s enormous economic strength, including, but not limited to, aircraft construction, banking and finance, electronics and related technologies, medical technologies, petroleum production and refining, movie and television production, and agriculture.

(4) Projects that preserve, display, demonstrate, or interpret California’s contribution to the national defense during the state’s history, including facilities and artifacts from closed military bases, and including projects about the social, demographic, and other changes that resulted from these national defense activities.

(5) Projects that preserve and promote understanding and continuity of California’s living cultural heritage and folklife that is deeply rooted in and reflective of its distinct cultural communities, including, but not limited to, public programs, recordings, exhibitions, apprenticeships, publications, ethnographic documentation, and archival preservation.

(6) Projects that preserve, display, demonstrate, or interpret California’s geologic and oceanographic history, including, but not limited to, its assemblage from Jurassic and earlier archipelagoes and ophiolitic remnants through subduction processes, and the expression of global tectonic forces in its mountains, basins, and faults.

(b) The endowment shall fund projects relating to the archaeology, history, or culture of California’s Native American population that are sensitive to the sovereign status of the tribes and that respect the cultural and spiritual traditions of those tribes.

(c) The endowment shall give priority to funding projects that preserve, document, interpret, or

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enhance understanding of threads of California's story that are absent or underrepresented in existing historical parks, monuments, museums, and other facilities, and to achieve careful balance geographically, among communities and organizations of large and small size, and among diverse ethnic groups. The endowment may create financial and other incentives to support projects described in this subdivision, including, but not limited to, technical assistance, funding set asides, and preferential match requirements.

(d) The endowment shall ensure that California's historic and cultural resources are accessible and available to the people of California, especially traditionally underserved communities, by encouraging programs including, but not limited to, traveling exhibitions, illustrative publications, exchanges, Web sites and digitalization of materials, and programs in conjunction with school districts to bring school children into contact with these materials, and may fund projects for these purposes.

### **Matching Funds - [Section 20071]**

The endowment shall require that public agencies requesting a grant provide a matching amount of resources for the completion of the project. The match may include resources obtained from other funding agencies, and may include in-kind resources. The match shall be a proportion of the cost of the project as the endowment determines is appropriate, but the proportion shall be uniform for categories of project and public agencies, except pursuant to subdivision (c). The endowment shall determine the match proportion by considering the following:

- (a) The endowment shall seek to leverage the resources available to it.
- (b) The endowment shall require a match sufficient to ensure a strong commitment to the project on the part of the sponsoring agency.
- (c) The endowment may require a lower than usual match if necessary to make projects realistic for underserved communities.

### **Reporting and Standards - [Section 20072]**

(a) The endowment shall require grant recipients to report on the progress and completion of any project for which they have received a grant, and on public acceptance or criticism of the project. The endowment shall make all such reports available to the Legislature.

(b) The endowment shall require grant recipients to follow the Secretary of the Interior's Standards for the Treatment of Historic Properties where appropriate to ensure the historical integrity of the project.

### **Conditions - [Section 20073]**

(a) Funds may be granted or loaned to a nonprofit organization under this chapter if the nonprofit organization enters into an agreement with the endowment, on such terms and conditions as the endowment specifies.

(b)(1) In the case of a grant for real property acquisition, the agreement shall provide all of the following:

(A) The purchase price of any interest in real property acquired by the nonprofit organization may not exceed the fair market value as established by an appraisal approved by the endowment.

(B) The endowment shall approve the terms under which the interest in land is acquired.

(C) The interest in land acquired pursuant to a grant from the endowment may not be used as security for any debt to be incurred by the nonprofit organization unless the endowment approves the transaction.

(D) The transfer of land acquired pursuant to an endowment grant shall be subject to the approval of the endowment and a new agreement sufficient to protect the interest of the people of California shall be entered into with the transferee.

(E) If any essential term or condition is violated, title to all interest in real property acquired with state funds shall immediately vest in the state.

(F) If the existence of the nonprofit organization is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the state unless another appropriate public agency or nonprofit organization is identified by the endowment and agrees to accept title to all interests in real property.

(2) Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to this section shall set forth the reversionary interest of the state.

(c) The endowment shall also require an agreement sufficient to protect the public interest in any improvement or development constructed under a grant to a nonprofit organization for improvement and development of a project under this chapter. The agreement shall particularly describe any real property which is subject to the agreement, and it shall be recorded by the endowment in the county in which the real property is located.

(d) Any funds collected from a nonprofit organization pursuant to an agreement regarding a grant shall be deposited in the account created pursuant to Section 20060.

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### **Technical Assistance - California Education Code Section 20074**

The endowment may provide technical and other assistance to applicants and prospective applicants as it determines to be useful or necessary to carry out the purposes of this chapter.

### **CALIFORNIA GOVERNMENT CODE**

#### **Capital Assets [Section 16727]**

Proceeds from the sale of any bonds issued pursuant to this chapter shall be used only for the following purposes:

a) The costs of construction or acquisition of capital assets. "Capital assets" mean tangible physical property with an expected useful life of 15 years or more. "Capital assets" also means tangible physical property with an expected useful life of 10 to 15 years, but these costs may not exceed 10 percent of the bond proceeds net of all issuance costs. "Capital assets" include major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the capital asset. "Capital assets" also include equipment with an expected useful life of two years or more. Costs allowable under this section include costs incidentally but directly related to construction or acquisition, including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, required mitigation expenses, appraisals, legal expenses, site acquisitions, and necessary easements.

(b) To make grants or loans, if the proceeds of the grants or loans are used for the costs of construction or acquisition of capital assets. Bond proceeds may also be used to pay the costs of a state agency for administering the grant or loan program.